

THE ORCHESTRA

Starring Former Members
ELECTRIC LIGHT ORCHESTRA

Production Rider TERMS and CONDITIONS

Updated: May 12, 2018

Rock Format

1. PURCHASER shall provide a venue with a **flat solid stage of safe construction** on which the ARTIST shall perform:
 - (a) Stage - 40-feet wide, 30-feet deep and 5-feet high
 - (b) Clearance - 24-feet from the stage to ceiling above the stage and at its front and rear. The PURCHASER shall inform the Tour Manager if there are any intrusions (i.e. balconies, organ, railings etc.) upon the performing area. These dimensions are minimum requirements
 - (c) Stairs to Stage require safety railing
 - (d) Barrier - If 'standing' venue, then safety barriers to be fitted minimum 3-feet in front of the whole stage
 - (e) Risers and Staging Details – TWO risers of solid construction for keyboards, drums, as per stage plot, available from Tour Manager, Eric Troyer. Ideally, the drum riser would be slightly higher than the keyboard riser, which should be about 1-foot to 2-feet high
2. **BILLING:** PURCHASER agrees that the ARTIST will receive 100% billing in all forms of advertising with respect to this engagement (unless otherwise specified in contract). If this is a festival engagement, ARTIST agrees to Festival Style billing, but usage of proper logo must apply.
3. **TAPING AND FILMING:** **This provision does not apply to the display of the image and performance of the ARTIST on screens within the performance venue, to improve the visibility of those attending the performance.** The PURCHASER agrees that no part of the performance by the ARTIST may be taped, filmed or otherwise recorded without written permission from the ARTIST. It is suggested that a notice stating this is displayed at the entrance to the venue. Notices must also state that the ARTIST has exclusive rights on all recordings of their image, likenesses and sound, in the event that any bootleg or unauthorized recordings are confiscated. **The ARTIST is aware that it is virtually impossible to police concert attendees making cell phone recordings and this provision pertains primarily to those attendees who may attempt to enter the facility with professional or semi-professional audio and/or video recording equipment. No such equipment shall be permitted.** In the event the ARTIST finds such equipment that is recording their performance, the ARTIST shall not be obliged to return any such recording and/or any other subject matter which shall be part of that recording whether it is related to the ARTIST or not. This ARTIST is not authorized to grant synch licenses for any compositions written by Jeff Lynne, but is authorized to grant synch licenses for compositions of Electric Light Orchestra Part II, The Orchestra and members of The Orchestra. If any filming is agreed to between the parties, the PURCHASER, shall be responsible for the securing of a synch license from the music publisher for Jeff Lynne for any compositions written by Jeff Lynne.
4. **SPONSOR BANNERS:** The PURCHASER will ensure that there will be no promotional or advertising material within the outer limits of the stage area unless prior arrangements have been made and agreed on, in writing, with the ARTIST'S Tour Manager.
5. **COMPLIMENTARY TICKETS:** The PURCHASER shall agree to make available a sufficient number of tickets and passes for both the ARTIST and ARTIST'S guests. Additionally, the same shall apply for any press, media and promotional purposes that are mutually agreed. At least TWENTY (20) of the tickets, which shall be provided to the ARTIST (for ARTIST'S guests) shall be the highest priced tickets offered to the general public. The above shall be provided at no cost to the ARTIST. A final number of tickets and passes shall be mutually agreed to between the PURCHASER and ARTIST.

Purchaser Initials: _____

6. BREACH OF TECHNICAL REQUIREMENTS: The technical and production requirements of the ARTIST for each engagement shall be provided by and at the expense of the PURCHASER. (Failing compliance with any of which, the ARTIST shall be entitled to cancel the engagement without prejudice to its rights and remedies against the PURCHASER).

- (a) **CREW** - The PURCHASER, at the PURCHASER'S expense, shall provide at load-in, a crew of FOUR (4) experienced and able-bodied persons to assist the ARTIST'S road crew in all the technical aspects of the production. The load-in start time into the venue is normally scheduled at 10:00AM;
- (b) **RUNNER** - An experienced "runner", with knowledge of the local language and area and shall have exclusive use of a car which may be required to run sundry errands for the ARTIST'S Tour Manager;
- (c) **STAGE PRIORITY** - ARTIST shall have the primary and over-ruling right to the stage and to set up all instruments and properties in connection with the performance and these shall not be relocated or used by anyone other than the ARTIST, without consent from the ARTIST'S Tour Manager. The ARTIST shall have the sole & exclusive control of all elements of the performance, including staging, lighting, sound and creative material;
- (d) **COMMUNICATION** - The PURCHASER agrees to supply the ARTIST'S Tour Manager with a detailed stage plan with dimensions, power source, dressing room, and load-in shown on it before this contract is signed.

7. PARKING: Shall be provided with ample space for the ARTIST'S tour bus and equipment van.

8. DRESSING ROOMS: PURCHASER agrees to supply at least TWO (2) large dressing rooms for the ARTIST. Properly cleaned, ventilated and well lit, with hot and cold washing facilities. They must be supplied with the following:

- TWENTY (20) TOWELS (large), which must be removable for stage use and be available to Tour Mgr. on arrival at load-in
- OVERALL SEATING FOR TWELVE (12) PEOPLE
- IRON AND IRONING BOARD
- A CLEAN BATHROOM WITH SOFT TOILET PAPER, MIRROR AND SOAP
- ELECTRICAL OUTLETS
- PROPERLY SET COOLING AND/OR HEATING AND WELL VENTED VENTILATION
- HAND SANITIZER

NOTE: These dressing rooms shall be fitted with a lock and key. The keys shall be made available to the ARTIST'S Tour Manager upon arrival at the venue.

9. GREEN ROOM: The PURCHASER is to provide a Green Room to be provided and used exclusively by the ARTIST before and after the TV and/or concert shows with the option of receiving guests at the Tour Manager's discretion.

10. CATERING: The PURCHASER shall supply and pay for the following:

- ICE (generous quantity); For NON-NORTH AMERICAN AND NON-EUROPEAN ENGAGEMENTS PURIFIED ICE ONLY
- TWO (2) BOTTLES OF QUALITY DRY WHITE WINE (CHARDONNAY)
- TWO (2) BOTTLES OF QUALITY RED WINE (CABERNET SAUVIGNON / MERLOT / BORDEAUX)
- TWENTY-FOUR (24) LAGER (i.e. HEINEKEN or LOCAL MICRO-BREW); NO Budweiser or Miller beer
- TEN (10) LITRES OF STILL WATER (EVIAN, etc.). TWENTY (20) LITERS IN HOT CLIMATES
- TWO (2) LITRES OF CARBONATED WATER (PERRIER, etc.)
- ONE (1) LARGE CARTON OF ORANGE JUICE
- ENGLISH AND HERBAL TEA (i.e. GREEN TEA, PEPPERMINT), COFFEE, MILK AND SUGAR (SOY OR ALMOND MILK)
- TWO (2) LARGE PACKS OF UNSALTED AND SALTED TRAIL MIX
- TWO (2) PACKS OF RICOLA HERB THROAT DROPS (LOZENGES)
- ONE (1) OF EACH FRUIT & VEGETABLE PLATTERS WITH HUMMUS (small)
- ONE (1) SMALL DELI TRAY, WITH WHOLE WHEAT BREAD FOR MAKING SANDWICHES, WITH TURKEY, HAM, TUNA SALAD, EGG SALAD, CHEESE, LETTUCE, TOMATO, ETC., WITH MAYONNAISE AND MUSTARD
- ONE (1) BOWL OF FRESH FRUIT – BANANAS, ORANGES, APPLES, GRAPES
- POTATO CHIPS, CORN CHIPS AND SALSA
- TWENTY-FIVE (25) LARGE OR EXTRA LARGE DISPOSABLE CUPS FOR USE ON STAGE (for instance 'SOLO CUPS')
- AMPLE SUPPLY: GLASSES, CUPS, PLATES, KNIVES/FORKS/SPOONS (METAL), NAPKINS AND CONDIMENTS

The above to be delivered to ARTIST'S Green Room at 1:00PM (based on a 1:00PM Crew call, 2:00PM Band call and a 2:30PM sound-check) or other pre-arranged time. The above is a general list that can be adapted to particular circumstances depending on the type of engagement and the availability of supplies. Please discuss any changes in this list well in advance with Tour Manager, Mr. Eric Troyer, via USA telephone (732) 371-7897 or via E-mail: EricLeeTroyer@mac.com. Please bear in mind that we do this day in and day out, therefore we would like to eat in surroundings with proper cutlery and relaxing surroundings with as little distraction as possible.

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11. **PRE-SHOW CATERING:** Catering to be provided for crew members from load-in time onward. Hot and cold drinks, sandwiches, and snacks shall be provided. Timing of the catering for the band should be coordinated with the Tour Manager.
12. **PRE-SHOW EVENING MEAL CATERING IN VENUE:** Hot evening meal to be provided for entire party at approximately 5:00PM - 5:30PM, or a time arranged with the TOUR MANAGER, depending on show time and other scheduled details. This should be in a comfortable, well-lit setting, with proper table settings, proper glasses, silverware and plates, as if it was a restaurant. NO PLASTIC-WARE. VEGETARIAN CHOICES MUST BE INCLUDED IN THIS CATERING, AND THIS CATERING MENU MUST BE APPROVED BY TOUR MANAGER IN ADVANCE DURING THE PRE-TOUR COMMUNICATIONS.
13. **MEALS AND RESTAURANT REQUIREMENTS:** All meals being provided by promoter during the stay of ARTIST in the promoter's territory must be approved by the Tour Manager. It cannot be limited to restaurants or clubs that are event sponsors; although, this will be taken into consideration to be helpful to keep the costs down for the promoter. After all the travel that is required to get from venue to hotel and from territory to territory, the restaurants that should be chosen during the ARTIST'S stay, should be in the hotel or close to the hotel, quiet, and have a variety of individual choices available for the band members and crew. No special, limited, or set menus will be acceptable.
14. **FORCE MAJEUR:** The PURCHASER agrees that if the ARTIST'S performance is shortened or brought to an end for any reason beyond the control of the ARTIST, i.e. strike, lockout, war, fire, serious or dangerous weather conditions, epidemic, riot, civic commotion, national calamity, an Act of God, order of the local government or local licensing or health authority or death or disability (disability meaning any significant injury, illness, or disease) of the ARTIST, it must be clearly understood that it in no way affects the salary payable to the ARTIST. The PURCHASER should be accordingly insured against this.
15. **EVENTS BEYOND CONTROL:** In the event of illness, transport breakdown or any other event beyond the control of the ARTIST preventing his fulfillment of the engagement, the PURCHASER agrees that the contract shall be deemed null and void, at no liability to the ARTIST.
16. **PRE-NOTICES:** The PURCHASER agrees that, where any of the stipulations in this rider cannot be fulfilled, he/she will advise the ARTIST in detail before this contract is signed.
17. **NOTE:** All of the provisions of this contract and rider are of the essence, and failure of the PURCHASER to comply with all or any of them shall constitute a breach of said contract.
18. **INSURANCE:** The PURCHASER agrees to provide an insurance policy or a rider to their existing insurance policy (WITHIN THE ACCEPTED BUSINESS PRACTICES OF THE COUNTRY OF ENGAGEMENT), which allows for payment to the ARTIST, if the ARTIST cannot appear due to PURCHASER'S or Local Promoter's fault. A copy of the insurance binder page or written confirmation from the insurance provider shall be faxed to management at least thirty days prior to show(s).
19. **PURCHASER INSURANCE RIGHTS:** Provision #18 of this ARTIST contract insurance that he/she shall purchase, providing it meets the minimum requirements of the venue, vendors and the ARTIST. PURCHASER need not fax his/her private insurance data when faxing certificate required in Clause #18 above. Unless otherwise notified, it is agreed that if the PURCHASER does not send the insurance proof in ample time, the ARTIST shall consider the insurance for liability, damage, advertising errors and anything/everything in effect. The ARTIST shall have no insurable responsibility other than that caused by their own bad-will actions, if any should occur. The PURCHASER shall take full and final responsibility for all legal costs, payments, penalties and settlements relating to improper advertising, if such should occur.
20. **PAYMENT:** All payments shall be as specified on the face contract attached to this rider. In the event that a currency other than USD is used as the agreed to currency, the currency must be equal to, or greater than, the exchange rate as agreed to on the day the ARTIST accepted this engagement. No local, city, state, provincial, federal or national taxes or fees (or fees of any kind) shall be deducted from any payment to the ARTIST unless otherwise agreed to, approved and confirmed by the ARTIST. Payment shall be as specified on the face contract.

THE PARTY SIGNING BELOW ARE OF PROPER AGE AND AUTHORITY TO SIGN THIS AGREEMENT.

Agreed and accepted:

By: _____
(PURCHASER)

THE ORCHESTRA

Addendum "A" **BACKLINE REQUIREMENTS**

The PURCHASER, at no cost to the ARTIST, shall provide the following backline equipment. Please note that the ARTIST understands that not all brands and models as noted are available. Therefore, the PURCHASER should contact the ARTIST'S Tour Manager who will be able to suggest and agree to reasonable substitutions. Please take advantage of the fact that the ARTIST has toured the world and is able to accommodate local needs. The ARTIST'S Tour Manager is willing to work with you.

ALL SUBSTITUTIONS TO BE DISCUSSED AND AGREED UPON WITH ROAD MANAGER

GUITAR AMPLIFIERS:

TWO (2) Marshall JCM 800 (preferred) or 900 series heads and 1960A 4 X 12 cabinets
ONE (1) Marshall JCM 800 or 900 series head and 1960A 4 X 12 cabinet, SPARE
TWO (2) Electric Guitars: Gibson SG, or Gibson Les Paul. Alternative choice would be Fender Stratocaster
ONE (1) Electric/Acoustic 12 string guitar, Takamine, Ovation, or Taylor or other comparable instrument
ONE (1) Electric/Acoustic 6 string guitar, Takamine, Ovation, or Taylor or other comparable instrument - Confirm with Tour Mgr
ONE (1) Electric Bass, to be used for spare, Fender Precision, or Fender Jazz
ONE (1) Sets of Ernie Ball Skinny Top, Heavy Bottom Guitar Strings, or similar set with gauges: 10, 13, 17, 30, 42, 52
ONE (1) Set of standard medium gauge electric guitar strings - Ernie Ball preferred
ONE (1) Set of standard medium gauge acoustic guitar strings
ONE (1) OPTIONAL BASS RIG. Requested, but not essential. Gallien-Krueger Neo 412, Ampeg SVT, or similar

MISCELLANEOUS:

FIVE (5) Quality Guitar Stands
TWELVE (12) PROCELL/DURACELL 9-VOLT PP3 BATTERIES
TWENTY-FOUR (24) PROCELL/DURACELL AA BATTERIES
TWO (2) AC Electrical Power Transformers 220V to 110V. ONLY if the engagement location is 220V (non-North American standards). We have 2 pieces of 110V 'USA standard' equipment.
TWO (2) Barstools

KEYBOARDS:

ONE (1) '88 KEY' KEYBOARD; ROLAND RD 700 or 800 is preferable. Korg or Yamaha stage pianos may be OK pending approval by Tour Manager
ONE (1) "61 KEY OR 76 KEY KEYBOARD - YAMAHA MOTIF OR KORG KRONOS
TWO (2) Heavy Duty SINGLE TIER Keyboard Stands (X type)
TWO (2) Bar Stools, or adjustable drum stool/seats for orchestral keyboard player
FOUR (4) STANDARD Music Stands with Lights (MANHASSET TYPE)
TWO (2) RUGGED MUSIC STANDS OR COMPUTER STANDS TO SUPPORT SMALL KEYBOARDS (ROAD MANAGER WILL SUPPLY MORE DETAILS WHEN ADVANCING)

DRUMS:

ONE (1) YAMAHA RECORDING CUSTOM (IN EITHER BLACK OR WHITE) CONSISTING OF:
ONE (1) DRUM CARPET AND FULL ROLL OF GAFFA TAPE
ONE (1) 22" BASS DRUM (CLEAR POWERSTROKE HEAD)
ONE (1) 16" FLOOR TOM (WITH LEGS)
ONE (1) 12" TOM TOM AND BASS DRUM TOM HOLDER
ONE (1) BASS DRUM PEDAL
ONE (1) 5x14" BRASS OR METAL SNARE DRUM and STAND
FOUR (4) STRAIGHT CYMBAL STANDS YAMAHA PREFERRED

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("Drums" Continued)

ONE (1) PORTER DAVIES GIGSTER OR BC2 DRUM THRONE (if available)
ONE (1) GIBRALTAR B9608S SHORT THRONE BASE (if available)
ONE (1) HIGH HAT STAND (3 legged stand, not 2 legged stand)
ONE (1) SET OF ZILDJIAN K, MEINL, PAISTE (or comparable quality) CYMBALS
TWO (2) 16" MEDIUM THIN CRASH CYMBALS (USED AS HI-HATS)
TWO (2) 20" CRASH CYMBALS (DARK and THIN PREFERRED)
ONE (1) 22" OR 24" RIDE CYMBAL (DARK, DRY, THIN PREFERRED)
ONE (1) DRUM STOOL

Note 1: TWO (2) Large Electric Fans

Note 2: SPARE COATED REMO EMPEROR HEADS MUST BE PROVIDED FOR ALL DRUMS SUPPLIED EXCEPT KICK (CLEAR POWERSTROKE)

MONITORS AND TRANSMITTERS:

SEVEN (7) Sennheiser Wireless In-Ear Monitor System with paddle antennas. If up-to-date Sennheiser systems are not available, high quality Shure systems may be substituted. However, the cheaper and older Shure and Sennheiser systems are NOT to be used, and Paddle Antennas are essential.

FOUR (4) Shure or Sennheiser Guitar Transmitter/Receiver Systems. THESE UNITS MUST BE UN-RACKED, DUE TO THE FACT THAT THEY NEED TO BE LOCATED IN DIFFERENT PARTS OF THE STAGE.

THE PARTY SIGNING BELOW ARE OF PROPER AGE AND AUTHORITY TO SIGN THIS AGREEMENT.

Agreed and accepted:

By: _____
(PURCHASER)

THE ORCHESTRA

Addendum "B" SOUND EQUIPMENT SPECIFICATIONS

ARTIST AGREES TO BE FLEXIBLE PROVIDED DETAILED INFORMATION IS GIVEN ONE MONTH PRIOR TO SHOW DATE. SUBSTITUTIONS CAN BE AGREED TO BETWEEN PARTIES.

MAIN PA SYSTEM:

The main PA system should be Line Array of professional quality. D&B, L-Acoustic, Meyer or equivalent. There should be enough system to produce an undistorted 100dbA at the back of the room and subs/high boxes should be balanced for system specification. The system controller/crossover should be correct for the system being used. There should be an easily accessible stereo EQ for the main system, which must be at least third octave.

FOH EQUIPMENT:

One (1) 40-channel digital mixing console (e.g. Soundcraft Vi 6/4, Yamaha CL5, Midas pro 9 etc.) supplied complete with spare PSU's and suitable desk lights.

MUST HAVE AT LEAST 24 PHYSICAL FADERS

If not, a digital desk out board processing should include:

- THREE (3) Reverb or multi effect units, such as SPX990, SPX2000 etc.
- ONE (1) Digital delay unit such as PCM42, T.C. D2
- SIX (6) Channels of noise gates
- EIGHT (8) Channels of compressors
- All gates and compressors should be able to be inserted at any channel on the console

MONITOR EQUIPMENT:

ONE (1) 32-Channel digital console, with at least sixteen (16) mono mixes,

Configurable as seven stereo and two mono: e.g. Yamaha CL5/PM5D, Avid Venue etc.

The ARTIST does require a back-up option of FOUR (4) wedges, which should be available if necessary. (Bi-amped 15"/2")

MICROPHONES & D.I.'S:

The ARTIST is prepared to use any of the generally accepted professional microphone configurations but it is well to note that there are 13 D.I.'s in use. Vocal Mic stands FOUR (4) should be European style tripod boom stands with two-piece arms.

POWER:

Where 110V power is not available, we will need TWO (2) 6-amp step down transformers for stage left & right (one on each side) and the appropriate cabling.

TWELVE (12) PROCELL/DURACELL 9-VOLT PP3 BATTERIES (per show); for the wireless IEM's and wireless instrument transmitters.

THE PARTY SIGNING BELOW ARE OF PROPER AGE AND AUTHORITY TO SIGN THIS AGREEMENT.

Agreed and accepted:

By: _____
(PURCHASER)

THE ORCHESTRA

Addendum "C" VIDEO & LIGHTING RIDER

VIDEO EQUIPMENT (IF AVAILABLE):

5 x 12 (640mm x 720mm) Low Resolution LED screens set behind the band under the lighting truss at a staggered height of 2m to 2.5m from stage height.

i.e., 5 screens 1920mm wide x 2880mm high; the outside 2 being 2m off the ground height, the next 2 being 2.5m off the ground, and the inside central one being 2m off the ground. The screens should be hung about 0.5m/1m apart depending on the width of the stage.

The screens should be formatted to be the same as if they were one complete screen, i.e., these are 5 windows looking through into a bigger screen behind.

The input for the system needs to be either mini DVI or HDMI at the front of house lighting position where the feed will come from a MacBook Pro. (Provided by touring crew)

We've chosen Low Resolution to make the system easier to supply and keep costs down.

If the above is not possible then hopefully with this we can start a dialogue. We are very flexible in order to achieve the best result all around and the best show available.

LIGHTING EQUIPMENT LIST:

- Avo Pearl Expert/Titan
- FOURTEEN (14) bars of 6 and dimmers
NOTE: PLEASE ENSURE DESK & DIMMERS ARE PATCHED PRIOR TO ARRIVAL AT VENUE
- SIX (6) Blinders
- SIX (6) LED Batons (pixel line 1044)
- TEN (10) Source 4 profiles
- SIX (6) floor cans (wide beam) (not shown on drawing when provided)
- TWELVE (12) Mac 2000 profiles (24-channel)
- Any Black legs available to assist with side masking

TRUSSES:

40' MINIMUM, IF THEY CAN BE WIDER TO TAKE A BLACK LEG THAT WOULD BE USEFUL.

Back drop = Black drape – Out-rigged from Upstage truss, or on separate truss/bar. 1-metre gap

UPSTAGE TRUSS:

SIX (6) Mac 2000, NINE (9) Bars of 6 (WITH NARROW LENSES), TWO (2) Blinders

Front stage edge
2-metre gap

FRONT TRUSS:

THREE (3) Bars of 6 (MEDIUM FLOOD), TWO (2) Mac 2000, TEN (10) Profiles (overhung), TWO (2) Blinders (overhung)

Floor – TWO (2) bars of 6 (MEDIUM FLOOD) (upright in tank traps), FOUR (4) Mac 2000, SIX (6) LED Batons, SIX (6) floor cans (wide beam, in THREE (3) pairs)

GELS:

FRONT TRUSS

- EIGHT (8) cuts 164 (R)
- TEN (10) cuts 132 (B)

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BACK TRUSS

- SIX (6) cuts 164 (R)
- SIX (6) cuts 119 (B)
- SIX (6) cuts 158 (A)
- SIX (6) cuts 116 (T)
- SIX (6) cuts 128 (P)
- EIGHT (8) cuts 202 (W)
- FOUR (4) cuts 106 (r)
- FOUR (4) cuts 132 (b)
- FOUR (4) cuts 105 (a)
- FOUR (4) cuts 124 (g)
- FOUR (4) cuts 126 (m)
- EIGHT (8) 205 (w)

FLOOR

- FOUR (4) cuts 116
- TWO (2) cuts 128

Lighting Director – Greg Szabo • Email: greg@gregszabo.com

THE PARTY SIGNING BELOW ARE OF PROPER AGE AND AUTHORITY TO SIGN THIS AGREEMENT.

Agreed and accepted:

By: _____
(PURCHASER)

Print Name: _____

Date Signed: _____

THE ORCHESTRA

Addendum "D" MISCELLANEOUS DATE PROVISIONS

The following terms and conditions are for any and all engagements. These provisions are specifically to outline the travel, hotel and trucking requirements for the ARTIST. These specifications are to be strictly adhered to, as they are part and parcel to the acceptance of this engagement by the ARTIST.

1. **AIR TRAVEL:** The air travel for this engagement is outlined on the face contract attached.

2. **TRANSPORT:** It is fully understood that the PURCHASER is responsible for the following:

(a) **TOUR BUS:** PURCHASER is to provide ONE (1) first class tour bus large enough to accommodate COMFORTABLY up to TEN (10) people that constitute the ARTIST, their personal CREW and possibly their manager, together with their luggage. This tour bus shall be provided from the time of arrival in the country of the engagement until the time of the ARTIST'S departure from the country of the engagement. ALL TRAVEL MUST BE DETAILED AND APPROVED, especially where the ground travel is difficult, or cars may be used, and all road conditions and driver qualifications must be fully discussed in advance.

(b) **TRUCKING REQUIREMENTS:** Sufficient for excess baggage and guitars.

3. **HOTELS:** The PURCHASER, at no cost to the ARTIST, shall provide TWO (2) nights of hotel (minimum) for every ONE (1) night of concerts unless otherwise agreed, in a minimum of 4-star hotel accommodations. PURCHASER shall provide up to TEN (10) hotel rooms near to the center of the city/town of the engagement and as near to the show venue as possible, and must be pre-approved by ARTIST'S Tour Manager, Eric Troyer. Accommodations shall include a complimentary breakfast and must be prepaid, in full.

NOTE: THE PROMOTER SHALL PROVIDE INTERNET ACCESS FOR THE BAND AND CREW TRAVEL PARTY IN THEIR HOTEL ROOMS, AT NO ADDITIONAL COST TO THE ARTIST.

The ARTIST'S Tour Manager must approve all of the details of these hotel accommodations no later than TEN (10) days prior to the engagement.

4. **ROOM SHARING PROHIBITED:** Under no circumstances will anyone in the ARTIST'S travel party share a room. All personnel must be pre-registered. Under no circumstances should the ARTIST or CREW be asked to personally check-in to a hotel. All check-in work shall be advanced by the Tour Manager, one week prior to date of check-in and shall be personally handled at the hotel by the Tour Manager.

The hotel shall have the following amenities:

- Air conditioning
- In-room bathroom with shower and properly working toilet and sink (all with hot and cold water)
- Direct dial telephone capability
- Television with cable channels
- Mini-bar or Refrigerator
- 18 to 24-Hour room service or in room tea / coffee making service
- 24-Hour lobby and room access
- Same-day laundry service (which is the cleaning of clothing); same-day dry-cleaning service (which is the process of cleaning clothing using chemicals other than water).

SPECIAL NOTE: If the hotel does not have its own Leisure facilities, please provide information on nearest facilities. RADISSON, HILTON OR MARRIOTT HOTELS WOULD TYPICALLY FULFILL ARTIST'S REQUIREMENTS.

THE PARTY SIGNING BELOW ARE OF PROPER AGE AND AUTHORITY TO SIGN THIS AGREEMENT.

Agreed and accepted:

By: _____
(PURCHASER)