

## **BILLING**

In all headline situations, Artist shall receive 100% headline billing in any and all publicity releases and paid advertisements, including but not limited to programs, fliers, signs, lobby boards and marquees. When not headlining, Artist shall always have Special Guest Star billing. Billing in all advertising and publicity is to read: RockSkool. Please visit our website for official logos.

#### CANCELLATION

Purchaser agrees that Artist may cancel the engagement hereunder, at Artist's sole discretion by giving purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder.

## **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 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 or character whatsoever, whether similar or dissimilar to the forgoing events which would prevent or interfere with the presentation of the show hereunder.

## **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.

## TAXES/DUES/FEES

Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees of any kink (including any and all Unions), dues of any kind and the like related to the engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues and the like.

## SOUND, LIGHTING AND STAGE PRODUCTION

Purchaser shall furnish a sound and light system specifically designed to provide superior quality production. Purchase will provide a professional lighting system, which must meet the Artist's approval. The fee for this shall be paid for by the Purchaser and is separate from Artist's compensation. For all nighttime performances ARTIST REQUIRES ONE FOLLOW SPOT (negotiable).

FOR ALL OUTSIDE PERFORMANCES ARTIST REQUIRES A ROOF OVER THE PERFORMANCE AREA. A TENT STRUCTURE IS ADEQUATE AS LONG AS IT IS SECURILY FASTENED AND OF A HIGH GRADE PROFESSIONAL QUALITY.

PERFORMANCE STAGE NOT TO BE LESS THAN 24 FT WIDE BY 16 FT DEEP BY 3 FT HIGH.

Front of House (FOH) requires a console with NO LESS than 40 inputs with at lease 8 sub groups to stereo outputs (Gamble, Yamaha (4K, 3K) Midas). FOH must be stereo and should be four-way with separate subs controlled by auxiliary send from FOH console. All four frequency ranges should be protected prior to the amplifiers. Left and Right outputs must have separate 1/3 octave equalization and must have isolated EQ for any other zones needed for adequate coverage. On stage monitor mix requires a minimum of four (4) sub mixes. Four (4) floor wedges, two (2) side fills, and one (1) drum monitor cabinet with 15" or 18" x 1 low and horn. The house system must be capable of producing a clean 110 dB S.P.L. at the house mixer console.

Outboard Gear Requirements(negotiable)

- (2) Compressor/limiters for FOH left and right, (Urie, DBX, BSS)
- (10) Compressor/limiters (patchable) (Urie, DBX, BSS)
- (10) Noise Gates (patchable), (Drawmer, BSS, Klark)
- (3) DDL units (TC Electronics, Lexicon, Roland)
- (4) (Multi effect processors (H3000, M5000, Lexicon)
- (2) Digital reverb units (TC Electronics, Lexicon, Yamaha)
- (1) Dat recorder
- (1) High quality cassette recorder
- **CD Player**



## **EQUIPMENT AND INSTRUMENT REQUIREMENTS**

At stage call, Purchaser shall furnish Artist's representative with Backstage and Stage passes or some acceptable method of immediate recognition for performers and their party and any necessary parking permits.

\*Please have runner available at load-in.

#### Lead vocals (Randy)

Lead Vocals Shure Beta 58 Wireless (ULX, PGX, or SLX) with straight stand with round base - NO tripods.

## Guitar Rig (Terry)

One (1) Peavey 6505plus or 100-watt Marshall JCM 2000 Dual Super Lead DSL (note: not TSL) or a 100 watt Marshall JCM 800 and 4x12 Marshall cabinet; 50 watts may be substituted with approval; \*Any of the above must include FX loop I/O

#### Guitar Ria (Eric)

One (1) Fryette Pitbull Ultra-Lead or 100-watt Marshall JCM 2000 Dual Super Lead DSL (note: not TSL) or a 100 watt Marshall JCM 800 and 4x12 Marshall cabinet; 50 watts may be substituted with approval. \*Any of the above must include FX loop 1/0

## Keyboard Rig (Jason)

- 1 Roland Fantom G7 keyboard and 1- KORG Triton LE keyboard,
- 1 On Stage 2 Tier keyboard stand and 2- Roland sustain pedals
- 1 Roland KC 100 keyboard Amp and 1- Barbetta Sona 400 keyboard amp
- 2 On Stage Speaker stands

## Bass Rig (Jesse)

1 - Ampeg SYT Amp and 1 - 8 x 10", or 1 - 6 x 10" Ampeg cabinet, or comparable bass gear. Direct I nput (DI) box for Ipod samples.

## Drum Kit (Eddie)

- 1 high-end Tama, Ludwig, Yamaha, Gretsch, Sonar or comparable 6 7 piece set: Two (2) 22" X 16" or 24" X 18" dbl. bass drums.
- \*Note a single 22" X 16" or 24" X 18" bass drum may be substituted upon approval.
- 2 mounted 12" and 13" rack toms on an independent stand.
- 1 16" floor tom.
- 1 18" floor tom
- 1 14" standard snare drum stand with back-up snare.
- 5 heavy-duty stands: 3 with booms.
- 1 14" high hat with cymbals and stand.
- 1 standard round drum stool in "good" working condition.
- 1 8' x 8' x 3' drum riser with carpet (8' x 8' x 2' or 1' is acceptable for smaller venues).

\*Drummer will provide all crash, splash, ride and overhead cymbals, snare drum and kick drum/s pedals. Drum kit confirmation is a must prior to the event!

## **OTHER PRODUCTION PROVISIONS**

If air travel is provided by the Purchaser, it shall consist of (4) Business Class level tickets if air travel time is in excess of one hour or Coach Class tickets if air travel time is less than one hour. One PAPER ticket only for the Sound Technician/Crew (name TBD) must be issued as a transferable/fully refundable ticket. N/A - RockSkool will be responsible for air transportation.

Ground transportation requirements are as follows:

Arriving by plane-one (1) 12-passenger van with the two rear bench/seats removed or ground transportation buy out, if applicable? Otherwise, RockSkool will be responsible for ground transportation.



## **MERCHANDISE**

Artist shall have the sole and exclusive right, but not the obligation to sell souvenir programs, posters and all other merchandise directly pertaining to and/or bearing the likeness of the Artist thereof, including phonograph records, in connection with, and at the performance hereunder, and to retain 100% of the receipt therefrom, with the sole exception of any financial arrangements with the concessionaires for the handling and/or sale of this merchandise, nor shall the operator allow the sale and / or giving away of any items (programs, posters, albums, etc.) of any other artist connected with this performance.

## HOSPITALITY AND DRESSING ROOM

Purchaser shall provide one (1) dressing room for Artist's sole use and must be lockable with keys given to Artist. These rooms should be capable of accommodating eight (8) people and each should be equipped as follows.

## 4 - Chairs

Clothing rack and hangers

Showers when possible with soap and towels with private toilet facilities

To be used solely by Artist; When performing in remote locations where no plumbing type toilet facilities are available then ONE PRIVATE "PORTA JOHN" WITH HAND WASHING FACILITIES FOR ARTIST SOLE USE MUST BE PROVIDED within 50 feet of performance area.

## Mirrors

110 V. AC power outlets

12 - cloth face towels for Artists use in the dressing room and on stage at no cost.

For multiple performance dates HFT will need to access a dry cleaner, please advise.

# **CATERING**

Purchaser shall provide band and crew a hot meal that includes salad and vegetables. For the health and happiness of the band and crew please serve them ONLY fresh foods, devoid of preservatives.

#### DDESSING POOM

Two hours prior to Artist's performance, the large dressing room shall be stocked with the following drinks at no charge to Artist, on ice:

Assortment of Gatorade, juices and sodas (NO diet).

- 1 case non-carbonated water.
- 1 case beer domestic.
- 1 case beer imported.

## Stage Drinks:

- 1 case non-carbonated water.
- 10 large hand towels.

## **CHOICE OF LAW/FORUM**

This agreement shall be deemed made and entered into in the State of California and shall be governed by all of the laws of such State applicable to agreements wholly to be performed therein.

#### **PAYMENT**

All payments including all non-refundable deposits shall be made payable to:

James R. Monroe (Federal Tax ID #26-1648913)

Please direct to Randy Monroe: 1819A Wildbrook Court Concord, CA 94521.



# PERFORMANCE AGREEMENT

DATE OF PERFORMANCE:	
LOCATION OF EVENT:	
TIME OF EVENT:	
AGREED AND ACCEPTED:	
Artist:	Date:
AGREED AND ACCEPTED:	
Promoter:	Date:

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