Outpost Opry Variety Show

Performance Rider

All terms and provisions contained herein are integral and binding parts of A "Outpost Opry Variety Show" "Outpost Opry Variety Show" Performance Agreement.

- **A)** ADVERTISING: A Outpost Opry Variety Show name and/or likeness will appear in all ads connected with the event(s) named in the agreement, in the first position and 100% size.
- B) TRANSPORTATION / ROOMS: If air transportation is a provision of the agreement, unless otherwise indicated, OUTPOST OPRY VARIETY SHOW will make their own travel arrangements and upon approval will invoice the purchaser for such travel. If the purchaser is to provide tickets, flights must be upgradeable, and changeable without penalty. Costs will include all taxes and fees. Overseas Flights with a total travel time over 6 hr. duration must be First or Business Class. Flights under six hours may be Coach Class but must be upgradeable. Unless it is necessary, OUTPOST OPRY VARIETY SHOW prefers not to fly on "red-eye" flights. All mileage points accrued will be the property of the individual flyers. All flights must be to and from locations and times convenient to OUTPOST OPRY VARIETY SHOW. If HOTEL ROOMS are a provision of this agreement, they must be prepaid (including all taxes, required gratuities, parking, etc.), located at the venue hotel, and reserved under the band name. Early check-in and/or late check-out may be required. Two non-smoking and one smoking double-queen rooms should be reserved for the following:

Band:

Support:

C) If GROUND TRANSPORTATION is a provision of this agreement, it must be either a 12-15 passenger air-conditioned private van, two minivans, or two limos, with English-speaking drivers. Said transportation will display a sign denoting "Outpost Opry Variety Show," and will meet band members and crew at the baggage claim for their particular flights. If for some reason, the performance venue and hotel are not the same, then ground transportation must be provided between the two, at times convenient to OUTPOST OPRY VARIETY SHOW. (Optionally, OUTPOST OPRY VARIETY SHOW may rent two minivans and invoice the purchaser). See the contract for per diem applicability.

If reimbursement for plane tickets, hotel, or ground transportation is indicated, it will be immediately upon receipt of the invoice. Reimbursements and per diem are not subject to any agency commissions.

D) ACCESS TO VENUE: Clear access to the load-in area is required at least THREE (4) hours before the time the audience is to be admitted. If rented equipment is indicated, check with rental companies for the required access time. Delays in starting performance due to failure to provide clear access are the purchaser's sole responsibility.

If the load-in area is a soft deck (gravel, lawn, sand, etc.), the purchaser will provide a plywood walkway 1" thick x 36" wide the entire length of such soft deck. Lights in the loading and stage areas shall remain ON until load-in/out is complete

Purchaser will provide parking, as close to the stage as possible, for up to four vehicles at no cost to OUTPOST OPRY VARIETY SHOW. A minimum of 12' overhead clearance is required.

Loaders, technicians, and sound/light personnel will work under the direction of the OUTPOST OPRY VARIETY SHOW's crew. Lack of cooperation and nonprofessional attitudes will not be tolerated. Purchaser is responsible for procurement of any required union loaders, and/or technicians, and their compensation due, when required.

OUTPOST OPRY VARIETY SHOW and their accompanying person shall be allowed COMPLETE ACCESS to the stage, backstage, and performance areas. If necessary, the purchaser will provide backstage passes, badges, or other identification to allow access.

- **E) DRESSING ROOM:** Purchaser will provide a separate private dressing room (or motor home), with electrical outlets, and comfortable seating for 8 people, near the stage. It should be made available from load-in thru load-out, and be a no-smoking area. In most hotel situations, an additional sleeping (or hospitality) room, or nearby meeting room (preferably with bathroom facilities) will serve as a dressing room.
- F) REFRESHMENTS: The purchaser will provide refreshments for the band and crew (up to 13 people total) from load-in thru load-out. At load-in: a CASE of non-sparkling bottled water is required at the stage. After sound check: (or two hours prior to doors opening, whichever comes first) catering is required in the dressing room or other suitable areas. Suggestions include a Deli tray (with bread and condiments), chicken, low-fat hot entrée, vegetarian dishes, salads, fruit, veggies, dessert items, soft drinks, coffee (cream & sugar), water, ice, cups, glasses, plates, and utensils. REFRESHMENTS ARE TO REMAIN IN THE DRESSING ROOM AREA UNTIL LOAD-OUT IS COMPLETE.

If necessary, the purchaser will provide electric fans, and/or heaters on stage to assure that stage temperature does not rise above 120 degrees F nor fall below 40 degrees F. If the temperature exceeds either limit, OUTPOST OPRY VARIETY SHOW will have the option to postpone, cancel, or curtail their show, with no effect on compensation.

Storage for equipment cases is required. It should be a 10' x 10' area, near the stage and out of sight of the audience. If the stage is outside, the purchaser shall provide plastic covers to cover all equipment and stored cases. A roof or cover over the stage area is recommended. Weather damage to equipment and stored cases, including but not limited to rain, wind, snow, hail, and excessive heat, is the purchaser's responsibility. Outdoor stages and front-of-house positions should be covered and protected against the elements. Under no circumstances will OUTPOST OPRY VARIETY SHOW set up or perform in a "wet" environment!

G) GENERAL TERMS AND CONDITIONS:

1) COMPENSATION will be paid in U.S. dollars, in cash, or certified or institution check, payable to J. & P. Productions – and DELIVERED in a sealed envelope <u>immediately before the performance</u>. Agency commissions (if any) will be paid within 7 days after the event after the

balance due check has cleared. Overtime compensation will be invoiced and is due upon receipt of the invoice.

Overtime compensation will not be subject to any agency commissions unless the agent is present to negotiate the additional time.

- 2) Please designate one person to be a liaison between J. & P. Productions & client.
- 3) Please have a time schedule ready when the band arrives. Unless specified otherwise on the face of this agreement, OUTPOST OPRY VARIETY SHOW's event shows will be 2 (or) 4 performance hours in length (depending on the agreed proposed time and not including breaks). Recommended set lengths are: (minutes) 45/45/45 (or) 45/45/45. OUTPOST OPRY VARIETY SHOW will not perform longer than 240 performance minutes unless otherwise negotiated in advance. Festival shows normally run from 45 minutes up to 120 minutes. Recommended set lengths are: (minutes) 30/30/30 (or) 60/60.

Over time, when applicable, will be billed on a pro-rata basis, based on the performance fee on the face of the agreement.

- 4) NO MIMES! Mimes, jugglers, unicyclists, and other circus-type acts are to be kept off the dance floor, and at least 10' from the stage during OUTPOST OPRY VARIETY SHOW's performance. The same goes for beach balls and other flying objects. Damage to personnel, equipment, fixtures, clothing, glassware, etc. due to flying objects, is the purchaser's sole responsibility. Additionally, carnival-type games are to be positioned at least 100' from the stage so as to not interfere with audience sightlines.
- 5) Unless the event is a "dinner show," OUTPOST OPRY VARIETY SHOW will not perform while guests are still eating. Taped or CD music will be provided if requested for pre-show and breaks. Please advise Producer as to any decibel limits in effect for the venue or show location this is especially important when performing outside!
- 6) Stage sharing: If OUTPOST OPRY VARIETY SHOW is to share the stage with another act, DJ, awards ceremony, etc., OUTPOST OPRY VARIETY SHOW's equipment shall have first priority in stage position, and will not be moved without OUTPOST OPRY VARIETY SHOW's permission.
- 7) Pre-show and intermission music, as provided by other DJs, the opening act, or the sound company, will not include any other songs on OUTPOST OPRY VARIETY SHOW's current playlist (provided at the event). If a DJ is to be used at the event, he/she will be positioned offstage. DJ will not use any of OUTPOST OPRY VARIETY SHOW's sound equipment, speakers, wires, or electricity particular to OUTPOST OPRY VARIETY SHOW's stage, without OUTPOST OPRY VARIETY SHOW's prior permission.
- 8) OUTPOST OPRY VARIETY SHOW shall retain the sole, exclusive right to merchandising and the monies derived therefrom. This includes, but is not limited to: t-shirts, records, tapes,

CDs, posters, pins, hats, etc. Unless requested by the purchaser, OUTPOST OPRY VARIETY SHOW will not offer to merchandise at private or corporate events.

- 9) The performance will not be recorded or transmitted without the prior consent of the OUTPOST OPRY VARIETY SHOW. Purchaser has the right to videotape OUTPOST OPRY VARIETY SHOW's performance for in-house use only. Purchaser will supply a copy of the unedited video to OUTPOST OPRY VARIETY SHOW at no cost to OUTPOST OPRY VARIETY SHOW.
- 10) Purchaser will provide adequate security for personnel, stage, backstage, and parking areas. Purchasers will not allow stage access to audience members. Purchaser is responsible for loss, or damage to equipment, personnel, or vehicles due to inadequate security, or an unruly audience. Purchaser will be responsible for any insurance coverage (liability, workers' comp., etc.) naming OUTPOST OPRY VARIETY SHOW as additional insured.
- 11) OUTPOST OPRY VARIETY SHOW retains the right to add, subtract, or change band members and crew without notice.
- 12) Cancellation of this event due to acts of nature will not affect any compensation due to OUTPOST OPRY VARIETY SHOW. Any "rain date" will be negotiated and written apart from this agreement.
- 13) This agreement may be rescinded by either party, without cause, by submission of written notice to the other party, not less than 30 days before the performance date. If the purchaser is rescinding party, the deposit (or 50% of the total compensation if no deposit is indicated, whether it has been paid yet or not) will be forfeited. If OUTPOST OPRY VARIETY SHOW is rescinding party, all monies paid prior to the date of cancellation will be refunded. If the purchaser cancels within 30 days of performance, FULL compensation, including any reimbursement due OUTPOST OPRY VARIETY SHOW, will be due and payable on the date of such cancellation.
- 14) Should there be a disparity between OUTPOST OPRY VARIETY SHOW's performance rider or technical rider (when applicable), and that of another entity (i.e. another act, venue, sound company, etc.), OUTPOST OPRY VARIETY SHOW's rider will take precedence.
- 15) This agreement shall be bound by the laws of Georgia. If an attorney is retained for the purpose of collecting compensation agreed to herein, or for any other litigation concerning OUTPOST OPRY VARIETY SHOW and the event herein, the purchaser agrees to pay for the reasonable cost of such attorney's fees.

All terms and provisions contained herein are integral and binding parts of the Outpost Opry Variety Show Performance Agreement. All staging and equipment is to be provided, as specified. DO NOT MAKE ANY SUBSTITUTIONS WITHOUT THE EXPRESS CONSENT OF THE OUTPOST OPRY VARIETY SHOW. Should there be a disparity between the OUTPOST OPRY VARIETY SHOW technical rider, and that of another entity (i.e. another act, venue, sound company, etc.), OUTPOST OPRY VARIETY SHOW's rider will take precedence.

- H) STAGE & POWER: The stage is to be a sturdy, single-level platform, at least 15'D x 30'W x 2'H. A carpeted drum riser (8'x8'x2') is recommended at center stage. A few cloth towels and a case (24-16.9oz (500ml) bottles) of non-carbonated water is required on stage at load-in.
- I) POWER REQUIREMENTS: OUTPOST OPRY VARIETY SHOW requires at least two (2) individual and separate 20 AMP circuits @ 115V AC each, POWER DROP BOX within 25' of center stage, for OUTPOST OPRY VARIETY SHOW's exclusive use. Power failure, delays in performance, and/or damage to equipment or personnel due to faulty electricity is the purchaser's sole responsibility. Please note that this requirement is over and above that of any sound and/or lighting; if
- J) Rented equipment (sound system and lights) may require more power. Check with the rental company(s) for their electrical requirements, or the Producer if OUTPOST OPRY VARIETY SHOW is providing sound/lights. Typically, OUTPOST OPRY VARIETY SHOW-provided sound and lights will require a minimum of 40-50 amps AC service, 100 amps preferred.

OUTPOST OPRY VARIETY SHOW is providing sound and/or lighting production, additional power will be necessary and should be coordinated with the Production Manager.

The stage is to be set, in place, and free of encumbrances when the crew arrives for load-in. OUTPOST OPRY VARIETY SHOW's band gear placement will take first priority over other acts, decor, podiums, etc. Any delay in starting performance due to incomplete staging is the purchaser's sole responsibility. If there is to be a dance floor, it is to be centered, directly in front of the stage, with no obstruction between the dance floor and the stage.

Storage for equipment cases is required. It should be a 10' x 10' area, adjacent to the stage and out of sight of the audience.

If the stage is outside, the purchaser shall provide plastic covers to cover all equipment and stored cases. Weather damage to equipment is the purchaser's sole responsibility.

- **K)** LIGHTS: 2 light trees (or a front and back truss) are required with at least 8 multi-colored PAR 38/56/64 floods per tree (minimum 16 instruments total). Suggested colors include red, pink, violet, turquoise, yellow, and blue. The Dimmer board or controller is to be positioned at the FOH mix position. The use of water-based hazers is encouraged, but oil-based "smoke" or "fog" machines are not and their use should be kept to a minimum. OUTPOST OPRY VARIETY SHOW may from time to time supply additional moving lights & special effects.
- **L) SOUND SYSTEM**: (if OUTPOST OPRY VARIETY SHOW is not providing sound) A quality sound system is critical to OUTPOST OPRY VARIETY SHOW's performance. OUTPOST OPRY VARIETY SHOW requires a sound system consisting of a minimum of the following:
- * Minimum 24-32 channel mixing desk, with 3-4 band input channel EQ (sweepable mids), 2+ aux sends, 8 sub-mixes, and a stereo house mix. (MIDAS, Soundcraft, Allen & Heath preferred) If monitors are operated from FOH, four (4) additional aux sends are required. The House

board is to be positioned in line with the center stage, at least 75' but not more than 150' from the front of the stage. A knowledgeable system tech should be available to assist, however, typically OUTPOST OPRY VARIETY SHOW's Production Manager will mix and serve as Lighting Director as needed.

- * 24-32+ channel snake. Snakes must be flown or covered with a runner or taped securely to the floor.
- * 3-way speaker system (including subwoofers) suitable for venue size (EAW, TURBOSOUND, Yorkville, JBL, or similar quality) with appropriate cabling, power amps, equalizers, and crossovers.
- (2) Yamaha SPX 90 (or equivalent) digital effects processors. (1 for reverb on snare and toms room 1.5 sec.). (1 for echo on vocals stereo reverb/delay 240 ms @ 30% left / 260 ms @ 30% right).
- * Inserts to include eight (8) comps & gates (Presonus ACP8 or better)
- # Microphones and stands/clips as per attached MICROPHONE INPUT SHEET.
- 1 CD player for pre-show and break music. A selection of music appropriate to the theme of the event is required.
- M) MONITOR SYSTEM: OUTPOST OPRY VARIETY SHOW features multi-part harmony and background vocals and requires a high-quality stage monitor system. At least two mixes into 7 wedges are required; 4 mixes are preferred; 2 line levels for IEMs (Lead Vocal & Drummer) and two powered mixes for stage left & right corner wedges. See the stage plot for monitor placement.
- 1 If not located at FOH, a separate mixing board (for monitors) with at least four discreet mixes can be positioned stageside. An experienced engineer should be available to assist with the monitor system.
- 2/4 2 way floor monitors, each with at least 1-12" speaker, and a high-frequency horn (EAW, TURBOSOUND, or JBL PRO preferred).
- 4 1/3 octave graphic equalizers & multi-channel amplifiers with appropriate cabling.

IMPORTANT! SOUND SYSTEM AND MONITORS ARE TO BE UP, RUNG OUT, AND RUNNING WHEN THE BAND ARRIVES FOR SOUND CHECK.

<u>IF BACKLINE GEAR IS A PROVISION OF THE AGREEMENT</u>, THE FOLLOWING IS REQUIRED:

N) BACKLINE: We realize that the exact gear specified may not be available at all locations; however, we have tried to be as generic as possible, requiring industry-standard stage gear. Please do not make any substitutions without OUTPOST OPRY VARIETY SHOW's consent.

DRUMS ARE TO BE SET UP WITH SEAT ON AMP LINE.

1- 6 piece drum kit (dw) consisting of the following: 1-22'' bass drum; 2-5.5'' x 14" snare drums; 1-10'' rack power tom; 1-12'' rack power tom; 1-16'' floor tom; 1-14'' high hat (2 cymbals, heavy-duty stand, and pedal); 1-12'' splash cymbal; 1-16'' crash cymbal; 1-18'' crash cymbal; 1-20'' Heavy ride cymbal; 1-Adjustable throne with back support; 1-double bass drum pedal. All appropriate cymbal boom stands, pedals, and hardware. All heads must be in excellent condition.

GUITAR AMPS 1 – Bass amp (Gallien Krueger 800 RB or Hartke 350) with at least one 4×10 " speaker cabinet (2 preferred) 1 – Guitar amplifiers (Marshall half stacks or one half and one full stack), each with channel switching foot pedal switch. 2 – Triple guitar stands & 2 – Single guitar stands.

OUTPOST OPRY VARIETY SHOW WILL BRING Guitars, Basses, Keyboards/effects pedals, guitar/cables, drums, and guitar tuners.

PLEASE HAVE THE STAGE GEAR PROVIDER CALL Joey Garland @ (307) 699-3043 TO CONFIRM THESE REQUIREMENTS.