

DRESDEN PRODUCTIONS, LLC
F/s/o: JOHN KAY & STEPPENWOLF
CONTRACT RIDER

Rider to contract/agreement dated _____ by and between the Dresden Productions f/s/o: **John Kay & Steppenwolf** (hereinafter referred to as "Artist") and _____ (hereinafter referred to as "Buyer").

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I. GENERAL PROVISIONS

A. BILLING

1. ARTIST shall be billed and advertised **ONLY** as "**JOHN KAY & STEPPENWOLF**" using the same letter size and type throughout the entire phrase "**JOHN KAY & STEPPENWOLF**" in all advertising and publicity, including, but not limited to: billboards, marquees, newspapers and trade ads, fliers and posters, radio and television spots, etc. **NO VARIATION IS PERMITTED.**
2. **Any variation in billing or advertising, such as "Steppenwolf," "Steppenwolf featuring John Kay," "The Original Steppenwolf," or "John Kay's Steppenwolf," etc., shall constitute a material breach of this contract and WILL RESULT IN THE CANCELLATION OF THIS AGREEMENT AND FORFEITURE OF ANY AND ALL DEPOSITS BY THE BUYER.**
3. ARTIST shall receive no less than 100% headline billing on all engagements where ARTIST is the headliner, and no less than 75% special guest star billing when ARTIST is the supporting attraction, in all forms of advertising and publicity listed above.
4. For all engagements where "John Kay & Steppenwolf" is the headliner, BUYER will cause any radio and/or television promotional advertisements to be prepared by: Bill Young Productions, 750 Park Two Drive, Sugarland, TX 77478. Contact: Steve Bassett @ 281-240-7400 or fax: 281-240-7440.

B. PAYMENT

1. Provided ARTIST is ready, willing and able to perform, BUYER agrees to compensate ARTIST in accordance with the terms hereof regardless of inclement weather, Act of God, accident, riot, strike, or any other event similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the performance hereunder.
2. A deposit in the amount of fifty percent (50%) of the ARTIST'S guarantee engagement fee (exclusive of any commission, or any percentage of the box office receipts) shall be paid by the BUYER to the booking agency concurrent with execution and/or delivery of the contract by the BUYER. Said deposit shall be held in trust by the booking agent and paid to the ARTIST upon completion of the engagement, or upon forfeiture by the BUYER because of any material failure of consideration and/or material breach of contract by the BUYER.
3. The balance of ARTIST'S engagement fee, as well as any and all percentages of box office receipts due ARTIST under this contract, including applicable payments listed under paragraph B-3, shall be paid in cash to the ARTIST or ARTIST'S representative at the time of the engagement prior to ARTIST'S performance.
 - a. In states where a taxing authority intends to deduct any portion of ARTIST'S guarantee, it shall be the BUYER'S

responsibility to pay the amount due in addition to ARTIST'S contracted fee. This additional cost should be treated as a show expense.

b. It is expressly understood that it is the BUYER'S responsibility to provide any and all necessary liability insurance pertaining to ARTIST'S performance.

4. PAYMENTS FOR UNAUTHORIZED CHANGES: BUYER shall pay ARTIST'S representative ARTIST'S percentage of box office receipts based on the ticket price and percentage clause stated on the attached contract, even if tickets have been sold at less than the stated contract price. Similarly, if BUYER sells tickets to ARTIST'S performance at a price greater than the stated contractual ticket price, BUYER will pay to ARTIST'S representative one hundred percent (100%) of the increased amount on each and every ticket sold. (Example: stated contract ticket price: \$15.00; actual price of ticket sold: \$20.00; amount paid to ARTIST [in addition to all other contractual payments] is \$5.00 for every ticket sold)

a. In the event that BUYER sells a number of tickets greater than the seating capacity stated on the attached contract, BUYER shall pay to ARTIST'S representative one hundred percent (100%) of the ticket price for every ticket sold beyond the stated seating capacity. (Example: stated capacity: 1000; the number of tickets sold: 1100; ticket price: \$10.00; amount paid to ARTIST [in addition to other contractual payments]: $100 \times \$10.00$: \$1,000)

b. In the event the capacity of the venue is reduced for any reason without ARTIST'S prior written consent, and all available tickets are sold, ARTIST shall be paid based on the stated capacity on the face of the attached contract.

5. METHOD OF PAYMENT shall be in CASH (U.S. currency) only.

C. COMPLIMENTARY TICKETS

Complimentary tickets for "good" seats or in the case of "no seating," "best area" in an amount not to exceed twenty-five (25) tickets will be provided for ARTIST'S use for each performance.

D. NAME OF ARTIST

Name of ARTIST may not be used or associated, directly or otherwise, with any product or service, political party or cause, nor any organization, social club, or association, without ARTIST'S consent in writing.

E. MEDIA / PUBLIC APPEARANCES

ARTIST shall not be committed individually or collectively to public appearances, interviews, or any other promotional exercise, nor may ARTIST'S appearance be sponsored by, or in any manner tied in with any product or service, political party or cause, nor any organization, social club, or association.

F. MERCHANDISE

No product or artifacts (T-shirts, event shirts, ball caps, buttons, etc.) using the name, logo or likeness of ARTIST shall be manufactured by BUYER for the purpose of sale, promotional give-away or event staff, without written consent of ARTIST. ARTIST shall receive 100% of proceeds from any unauthorized manufacture of said products.

II. ARTISTS PERFORMANCE

A. ARTISTIC CONTROL

Artistic control of ARTIST'S performance SHALL BE SOLELY vested in ARTIST with regard to material, accompaniment, wardrobe, lighting, sound and staging, etc.

B. DURATION OF ARTIST'S PERFORMANCE

The duration of ARTIST'S performance will be approximately 75 minutes unless otherwise agreed in writing. ARTIST shall be permitted to perform for a greater or lesser duration (not less than 60 minutes nor more than 90 minutes) at the ARTIST'S option without interference of any kind from BUYER or BUYER'S representative. Under no circumstances shall an opening or supporting act's length of performance, local curfew, building policy, etc., be permitted to cause ARTIST to cut or alter ARTIST'S performance.

1. ARTIST'S performance must commence no later than 10:30 p.m.

C. SUPPORTING ACT

No supporting act, announcer, master of ceremonies, performing artist or group(s) of artists shall appear or perform as part of the engagement without the prior approval of ARTIST. Under no circumstances shall supporting act consist of more than four (4) musicians. Furthermore, no supporting act shall be permitted to use any smoke and/or fog-generating devices of any kind during this engagement. Also, onstage access during supporting act's performance is strictly limited to supporting act's band members and its crew. No photographers or cameraman, etc., will be permitted on stage. The number of supporting acts is limited to one (1) unless otherwise agreed to by ARTIST.

D. RECORDING OF PERFORMANCE

ARTIST shall have the right to record, film and/or videotape any and/or all of ARTIST'S performance at no cost to ARTIST.

1. No recording by others of the engagement, including but not limited to the performance of the ARTIST, shall be recorded on film or tape or reproduced by sight or sound devices without the express prior written consent of ARTIST, and ARTIST expressly reserves unto himself all rights with respect thereto. No one not specifically authorized in writing by ARTIST shall be permitted by BUYER to enter the place of engagement with any sound or film recording device or mechanism.

E. CANCELLATION POLICY

BUYER agrees that ARTIST shall have the right to cancel this engagement for any reason, without liability upon written notice to BUYER thirty (30) days prior to the date of the first performance hereunder.

III. PRODUCTION

A. ACCESS TO VENUE

1. The venue, stage, sound wings and truck loading dock must be available at a load-in time set by ARTIST'S Production Manager.
2. Parking will be furnished at no cost to ARTIST. Said parking shall be available at the stage entrance for two (2) mini vans or sedans and one (1) equipment truck forty (40) feet long. Parking spaces shall be blocked off in the afternoon and shall be reserved for ARTIST'S exclusive use until ARTIST and ARTIST'S crew's departure, following the conclusion of ARTIST'S performance.
3. BUYER shall provide all access passes to ARTIST'S Production Manager or Tour Manager and/or honor ARTIST'S passes, to enable ARTIST and accompanying personnel to pass freely to and from the backstage area and all other areas of the venue.
4. REHEARSAL AND SOUND CHECK: ARTIST shall be entitled to at least one hour rehearsal and/or sound check time at the venue on the date of the performance; and the BUYER shall ensure access to the venue for this purpose no less than five (5) hours prior to public admittance to the venue. The audience shall not be allowed to enter the place of engagement until such time that the technical set-up and sound checks are completed. ARTIST shall receive no less than a one (1) hour sound check after all technical set-up has been completed.
5. ARTIST shall have priority in set-up, rehearsal and position of equipment. Equipment **and accessories shall not be moved or disconnected without the express consent of ARTIST'S Production Manager. Under no circumstances shall ARTIST'S equipment (owned, rented or provided by the buyer) be used by any opening or supporting acts.**
6. The direct involvement of ARTIST'S technical personnel with the sound and light systems by the BUYER is strictly limited to the direction of the sound and light personnel; and, in the event ARTIST elects to do so, the operation of the main mixing console as well as the monitor mixing console and lighting board. Said operation will take place only after the sound and stage lighting systems have been fully set up and are totally functional and only during ARTIST'S sound check/rehearsal and actual performance. In the event that the BUYER should request assistance of ARTIST'S technical personnel in the set-up, maintenance, repair, or trouble-shooting of the sound and/or lighting systems or the operation of the sound, monitor, and/or lighting board(s) during the performance of a supporting act (provided ARTIST'S technical personnel elects to comply with such requests), BUYER agrees to pay ARTIST'S representative in cash prior to ARTIST'S performance, Twenty-five dollars (\$25) per hour (and/or any portion of an hour) for each member of ARTIST'S technical personnel who rendered such assistance.
7. ARTIST'S crew shall have at least four (4) hours following the conclusion of ARTIST'S performance to complete the load-out of ARTIST'S equipment. Stage and hall lights shall remain on until the completion of said load-out.

B. PERSONNEL TO BE PROVIDED BY BUYER

BUYER shall provide, at his sole expense, stage, sound, and lighting crew for set-up, rehearsals, performance(s), and load-out.

1. BUYER'S production staff shall be in attendance to aid in the setting up of sound system, lighting, etc. BUYER'S staff shall be at the venue at the load-in time set by ARTIST'S Production Manager.

2. BUYER'S production staff shall include:

a. A minimum of eight (8) experienced stage hands/loaders who must be available at load-in time, during set-up, as well as during show and until load-out has been completed. To assure the presence of stage hands/loaders until same have completed the load-out of ARTIST'S equipment at the conclusion of ARTIST'S performance, BUYER shall post a \$300 cash security deposit with ARTIST'S Production Manager. Said deposit shall be paid in cash immediately upon arrival of ARTIST'S crew, at load-in time, at the building and/or site of ARTIST'S performance. Provided BUYER fully complies with the requirements stated in this paragraph, ARTIST'S Production Manager will refund the full amount of the deposit to BUYER at the conclusion of ARTIST'S equipment load-out.

b. A "go-fer" or runner to be available to ARTIST'S Production Manager or Tour Manager. This runner should have a van or station wagon and be familiar with local music stores and repair facilities.

c. A house electrician with full working knowledge of the electrical facilities in the building must be available at the load-in time set by the ARTIST'S Production Manager and stay throughout the show.

d. Experienced lighting operators; one for the dimmer board, one for the lighting console, and one for each and every spotlight is required.

e. Experienced sound monitor console operator.

f. Experienced sound house console operator.

3. Light and sound company as well as BUYER'S production staff shall be subject to the direction of ARTIST'S technical personnel.

4. The BUYER and/or qualified representative of the BUYER with full decision-making authority must be in the hall and accessible from load-in time until at least one (1) hour after the show ends. This person must be available to ARTIST'S Production Manager during all phases of load-in, set-up, sound check, performance, load-out and departure. This is necessary because situations may arise that can only be resolved by immediate decision by the BUYER or his appointed representative.

C. STAGE REQUIREMENTS

1. In a concert setting, the stage area shall be a minimum of sixty (60) feet wide and forty (40) feet deep with additional sound wings to measure not less than sixteen (16) feet wide by eight (8) feet deep. Height of stage and sound wings shall be no less than five (5) feet.

2. In an outdoor concert setting, the entire stage shall be covered with a waterproof roof, to prevent rain and/or sun, and any other elements from damaging ARTIST'S equipment. In the event of inclement weather, the stage roof shall have the capacity to be raised and/or lowered (preferably by a motorized unit) to protect equipment and prevent water build-up. In addition, the stage left, stage right, and the entire back of the stage shall have protective waterproof covers, which can be rolled down, if necessary. ARTIST carries extremely delicate and expensive computerized equipment; therefore, in the event the outdoor venue is subject to dust, a minimum of two (2) water hoses with an adequate water source, shall be supplied by the BUYER to water down the area surrounding the stage.

a. Sound and Light Console Risers: Two (2) 8' x 8' x 1' risers capable of supporting the sound and light consoles side by side shall be provided. The location and positioning of the risers and house sound as well as lighting console shall be determined by ARTIST'S technical personnel to assure clear sight lines to the stage, and to optimize sound mixing. Since the sound production is in STEREO, the optimum riser location is two-thirds (2/3) the distance from the stage to the back of the building, and directly in the middle between the left and right PA speaker stacks.

3. In a theatre setting, the stage area shall be a minimum of thirty-two (32) feet wide and twenty-two (22) feet deep. Stage must be a minimum of three (3) feet but no more than six (6) feet above the floor.

1. Front of stage and all risers must be skirted with a dark material.

D. POWER REQUIREMENT.

1. On-stage (For ARTIST use only): One (1) 120 volt, 100 amp, single phase electrical service shall be made available for exclusive backline (band equipment) use. ARTIST will supply a single phase distribution panel.
2. Off-Stage Requirements: One (1) 120 volt, 30 amp, single phase circuit for ARTIST'S crew truck, and one (1) 120 volt, 15 amp. single phase circuit for ARTIST'S merchandise display.
3. Power for Sound and Lights: Will be determined by sound and lighting system owner(s) and/or representative(s) in coordination with ARTIST'S Production Manager.
4. Power Failure: ARTIST has the right to stop and cancel any remaining portion of ARTIST'S performance if any one of the following electrical power problems (affecting any one or any combination of sound, lights, and/or ARTIST'S equipment) should occur.
 - a. Electrical power failure, or a voltage drop of ten (10) volts or more (below 120 volts) due to insufficient electrical power available at place of engagement.
 - b. Electrical power failure due to local power company problems, Acts of God, accidents, etc. In this instance, however, ARTIST agrees to remain at place of engagement (provided there are no eminent dangers or safety problems present, and provided ARTIST'S equipment has not been damaged by said power failure), for one (1) hour from the time of initial power failure. In the event power has been completely restored within said hour, ARTIST agrees to resume his performance. However, should a further electrical power failure occur during ARTIST'S resumed performance, ARTIST has the right to cancel any remaining performance thereof.
 - c. None of the foregoing contained in Section III, D-4, a & b shall in any way alter BUYER'S obligation to pay ARTIST any and all payments (including engagement fee, box office receipt percentages, and any payments mentioned in Section I, B) due the ARTIST under attached contract.

E. STAGE LIGHTING SYSTEM **(Stage lighting systems belonging to opening acts are totally unacceptable.)**

A professional stage lighting system of ARTIST'S approval (based on consultation with ARTIST'S Production Manager) will be provided at no cost to ARTIST.

1. STAGE LIGHTING SYSTEM REQUIREMENTS

- a. A minimum of one hundred twenty (120) 1000-watt, Par-64 lamps, seven (7) ellipsoidals, sixteen (16) aircraft landing lights as well as two (2) forty-foot trusses (one front and one rear of stage) shall be provided.
- b. Two (2) Long Throw Lycian followspots with six (6) color frames each shall be provided.
- c. The lighting board provided shall have a minimum of twenty-four (24) channels with fader, chaser, matrix, and bump buttons on each channel. Further, the lighting board shall have multi-scene capacity
- d. "Clearcom/Telex" communications system for communication between stage, dimmer board, lighting board, as well as all spotlight operators required shall be provided. **(Wireless systems will not be acceptable.)**
- e. Gels: A minimum of four (4) sheets of each of the following gels shall be provided, Roscolux colors (or equivalent): 12 Straw, 22 Deep Amber, 26 Light red, 43 Deep Pink, 46 Magenta, 49 Medium Purple, 59 Indigo, 68 Sky Blue, 75 Chroma Green, 80 Primary Blue, 113 Magenta, 120 Deep Blue, 121 Lee Green, 124 Dark Green, 126 Mauve, 128 Bright Pink, 135 Deep Golden Amber, 144 No Color Blue, 181 Conga Blue.
- f. Backdrop: A black scrim of stage width and ceiling height shall be provided, and flown at rear of stage.

F. SOUND SYSTEM **(A sound system belonging to a supporting act is totally unacceptable.)**

A sound system approved by ARTIST'S Production Manager will be provided at no cost to ARTIST. The sound system must be capable of providing clear, undistorted, evenly distributed STEREO sound throughout the entire audience area at a constant sound pressure level of 115-120dB with a frequency response of 40Hz – 20KHz.

The sound system shall consist of high-quality, professional audio components. Examples:

- a. Speaker enclosures: EV, JBL, EAW
- b. Power Amplifiers: Crest, QSC, Crown, Nexo, V-Dosc
- c. Microphones: EV, Sennheiser, Shure, AKG
- d. Mixing Consoles: Yamaha, Soundcraft, Midas, Ramsa

1. HOUSE SYSTEM REQUIREMENTS:

The house sound system must have a TRUE STEREO FORMAT with the capability (adjust the program signal within the stereo perspective of left and right and independently adjust the volumes of the speaker enclosures located on the left and right sides of the stage).

a. HOUSE MIXING CONSOLE: (Examples: Yamaha, PM3000, PM4000, Midas XL3). The house mixing console must have a minimum format of forty (40) microphone mixing channels by eight (8) mixes (40 ×8) and must have phantom power capabilities.

b. HOUSE OUTBOARD DRIVE CHAIN: The house outboard drive chain should be balanced, low impedance throughout the entire chain, and must be patched as follows:

The house mixing console outputs (left and right) shall feed the inputs of a set of matching graphic equalizers of 1/3 octave type. The graphic equalizer outputs (left and right) shall feed the inputs of a set of matching compressor/limiters (Examples: DBX 160X). The compressor/limiter outputs (left and right) shall feed the inputs of a set of matching ACTIVE crossovers. (Example: BSS 360, or equivalent system processors). The active crossover outputs shall feed the inputs of the corresponding amplifier channels as per system requirements. There will be no insertions of the equalizers or the compressor/limiters into the "in/out" insert able patch points of the master console outputs. The drive chain must be patched as stated above.

c. INSERTABLE HOUSE OUTBOARD GEAR: The following insert able outboard gear and patch cables must be provided:

- FOUR (4) Compressor/limiters (Example: DBX 160X)
- EIGHT (8) Noise Gates (Example: DBX 166)
- ONE (1) Stereo Digital Delay (Example: TC Electronics)
- TWO (2) Stereo Digital Reverbs (Example: Lexicon 224X, TC Electronics)
- ONE (1) Compact Disc Player

2. MONITOR SOUND SYSTEM REQUIREMENTS: The onstage monitor mixing system must be capable of providing clear, undistorted sound with a constant sound pressure level of 112 dB at a distance of six (6) feet with a frequency response of 60Hz - 16 KHz.

a. MONITOR MIXING CONSOLE: (Example: Yamaha PM 4000, Midas XL-3). The monitor mixing console must have a minimum format of thirty-two (32) mic mixing channels by eight (8) mixes and must have phantom power capabilities. Each channel must have the capability of delivering eight (8) separate monitor mixes. Each master output group must have a set of "in/out" insert able patch points for one-third (1/3) octave equalizers. Location and positioning of the monitor console must be on STAGE LEFT. Should a change be required, it will be determined by ARTIST'S Production Manager to assure clear sight lines to the performing ARTIST, and to optimize the monitor mixing.

1. MONITOR SYSTEM DRIVE CHAIN: The drive chain must have matching outboard equalization and patched as follows:

Monitor console mix output (1-8) insert send shall feed the input of the graphic equalizer of one-third (1/3) octave type. (Example: Klark Tecknik 360). The one-third (1/3) octave equalizer outputs shall feed the insert return of the monitor console mix input (1-8). Each individual master monitor mix output (1-8) should be balanced, low impedance signal and shall feed the input of the designated ACTIVE monitor crossover network

2. INSERTABLE MONITOR OUTBOARD GEAR: The following insert able outboard gear must be provided:

- FOUR (4) Noise Gates (Example: DBX 166)
- FOUR (4) Compressor/Limiters (Example: DBX 160X)
- ONE (1) Stereo Digital Reverb (Example: TC Electronics)

3. MONITOR ENCLOSURES: (Passive monitor cabinets are totally unacceptable)

There must be a total of:

Eight (8) matching monitor floor wedges, each containing: one (1) × 15" inch low frequency speaker and one (1) × 2" inch high frequency driver/horn combination. All floor monitors must match identically in both components and enclosure types. Six (6) of the floor monitors will be utilized on the stage. One (1) shall be utilized as the cue/listen monitor and one (1) spare.

Two (2) sidefill monitor cabinets, each containing: Two (2) × 15" inch low frequency speakers and one (1) × 2" inch high frequency driver/horn combination. All side fill cabinets must match identically in both components and enclosure types.

3. MICROPHONE, STAND AND DIRECT BOX REQUIREMENTS:

a. Microphones Required:

Four (4) Dynamic vocal mics (Example: EV 757)
Ten (10) Dynamic instrument mics (Example: EV 408)
Three (3) Condenser mics (Example: Shure SM-81)

b. Microphone Stands Required:

Six (6) tall tripods with booms
Ten (10) short tripods with booms
One (1) straight stand with gooseneck

c. Direct Boxes Required: Eight (8) active D.I. boxes (Example: Countryman)

IV. VIDEO PROJECTION SYSTEM

A. At BUYER'S sole expense, BUYER shall provide a video projection system based upon requirements listed below. All equipment must be in proper working condition and include all required cabling necessary to operate said equipment. **VERY IMPORTANT:** A video projection representative knowledgeable with said equipment shall be on site when ARTIST'S crew arrives and confirms that all equipment is in proper working order and will remain until the conclusion of the show. In the event said equipment is found to be inoperative or defective in its performance, the video representative will repair or replace defective equipment prior to ARTIST'S sound check and performance.

B. ARTIST displays videos during their performance, via a Bonzai video server located on stage with the keyboard rig (see stage plot for location).

C. The following equipment shall be provided by the buyer:

(1) One Christie Roadster S12K (or equivalent) projecting on a 15' 9" x 28' screen, located on stage behind ARTIST'S backline. (Center screen, for ARTIST'S Video footage).

(2) Two Panasonic PO-DW7000U-K (or equivalent) projecting on 8' x 13' screens (one stage left and one stage right), located off stage. Side screens are for in house video cameras, unless none used. In that event side screens will be used for ARTIST'S video footage in addition to the center screen.

(3) At venues with in house video cameras ARTIST'S Bonzai Video Server requires provided cabling to - and an SDI input at - venues' video switcher.

V. ARTIST'S PERSONAL REQUIREMENTS

A. DRESSING ROOMS:

1. BUYER shall provide one (1) properly maintained, clean, adequately ventilated, well-lighted **non-smoking** dressing room for the exclusive use of ARTIST. Room must have workable locks (with keys which shall be given to ARTIST'S Production or Tour Manager) and must be available from the time of ARTIST'S representative's arrival on the premises until the departure of the last ARTIST'S representative. The dressing room shall be large enough for a minimum of twelve (12) people. **Dressing room must be equipped with hot and cold running water, adequate heating and air conditioning, two (2) mirrors, six (6) towels, soap, several electrical power outlets**, comfortable seating for a minimum of twelve (12) persons, and clean lavatory facilities within or in close proximity to said dressing room. Lavatory facilities must be PRIVATE – NOT FOR PUBLIC USE, and must be accessible without having to enter areas open to the general public. Dressing room must be accessible to stage and exits without passing through the public area. Dressing Room sign to read "John Kay & Steppenwolf" "no-smoking"

B. SECURITY: BUYER is responsible for the safety and security of ARTIST, ARTIST'S crew, and ARTIST'S equipment while ARTIST has access to the venue.

1. If a situation should arise when ARTIST should be forced to pass through the audience (from the dressing room to the stage), a security force of no less than four (4) security guards must be present to escort ARTIST to and from the stage. Security guards shall be posted at the door of the dressing room at the time of admission of the public to the engagement, and ending when all of ARTIST'S property shall have been removed.
2. All accesses to stage will be guarded by house security at all times, and only those persons designated by ARTIST (except for stage personnel, etc.) will be allowed on stage during ARTIST'S performance.
3. In situations where the main mixing console is located within (or in an area accessible to) the audience, one (1) security guard is console during ARTIST'S entire performance and particularly during ARTIST'S encore(s).

C. CATERING: In lieu of meals normally provided for ARTIST'S band and crew (lunch and dinner for 9 ea.), a \$25 (× 9 persons) food allowance shall be payable upon arrival of ARTIST'S Production or Tour Manager. Only the following catering items below are required:

1. ARTIST'S DRESSING ROOM: One hour prior to the band's arrival, the following shall be provided (AT BUYER'S SOLE EXPENSE) in ARTIST'S dressing room:

- Nine (9) prepared Sandwiches, such as Ham & Cheese, Club, or Submarine, with condiment packets
- One (1) fruit tray with assorted fruit
- One (1) vegetable tray
- One (1) case of Ice Brewed Beer (i.e. Molson Ice, Michelob Ice, etc)
- Two (2) cases of Coca-Cola Classic
- One (1) case of mixed sodas (i.e. Dr. Pepper, 7-Up, diet Dr Pepper & diet Coke, etc.)
- One (1) case of Lipton Iced Tea
- Two (2) cases of water, 12-16oz bottle size
- One (1) 12 pack of personal sized assorted juices (orange, cranberry, cranapple, etc)
- One (1) small jar of honey
- Four (4) whole lemons
- Two (2) Large pizzas (any type or style) at the conclusion of load out for the crew

VI. MISCELLANEOUS

A. CONCESSION REQUIREMENTS:

BUYER will provide one (2) tables at least 3' x 8' in size (or 2 if smaller) and adequate lighting. Tables must be made available to ARTIST'S Merchandise Representative at the time of sound check, or at least one (1) hour prior to admittance of the public to the place of engagement, to closing time and must be located in lobby or near main entrance of place of engagement. BUYER will provide a minimum of one (1) security person to be stationed in the vicinity of ARTIST'S merchandising concession. Said security person shall be made available to ARTIST'S merchandising representative from the time doors open until ARTISTS show starts and at the conclusion of ARTISTS performance and until ARTISTS merchandise representative closes up ARTISTS merchandise sales. Unless specified on the face sheet of the contract for this engagement, ARTIST is not required to pay ANY percentage of ARTIST'S merchandise sales to BUYER or building.

B. ARTIST'S OBLIGATION:

If ARTIST'S obligation hereunder is subject to prevention or detention delay, impossibility or impracticability, by reason of sickness, inability to perform, accident, failure of transportation, Acts of God, riots, strikes, (including without limitations truck or airline strikes and delay resulting from gasoline shortage relating to ground and air transportation), any act of public authority, immigrant or labor union restrictions and/or any other cause, similar or dissimilar, beyond ARTIST'S absolute control, ARTIST shall not be required to perform any scheduled engagement. In the event that ARTIST shall for any one reason set forth in this paragraph, not perform the engagement, any and all monies heretofore paid by BUYER to ARTIST for the engagement shall be returned to the BUYER, and neither BUYER nor ARTIST shall have any further obligations or liability to the other regarding the engagement.

This arrangement shall not be changed, modified or altered except by an instrument in writing signed by the parties hereto.

BUYER warrants and represents that he has the right to enter into this agreement, and is of legal age.

The above constitutes the sole complete and binding agreement between parties hereto.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

BUYER

ARTIST

EXHIBIT "A"
HOTEL ACCOMMODATIONS
(When Contractually Obligated)

At BUYER'S sole expense, BUYER shall provide hotel accommodations.

Reservations should be made as soon as possible upon acceptance of this contract, to ensure the availability of lodging near the venue. It is important that the BUYER contact ARTIST'S Tour Manager, Charlie Wolf @ 615-535-3225, if any questions arise regarding ARTIST'S hotel requirements.

HOTEL REQUIREMENTS

- 1. BUYER is to provide one (1) suite and eight (8) first class single hotel rooms (Holiday Inn or a hotel of equivalent quality) for the night of show only (unless stated otherwise).
- 2. Hotel should be located as close to the venue as possible, but no more than 15 minutes driving time from the hotel to the venue.
- 3. Hotel shall have a full service restaurant (breakfast, lunch & dinner) on property.
- 4. The following hotels are unacceptable: Econo Lodge, Travelodge, Days Inn & Motel 6.
- 5. BUYER is to provide ARTIST'S Tour Manager with the name, complete address, phone number, fax number of the Hotel, and the name of the hotel employee with whom the BUYER booked the reservation. ARTIST'S Tour Manager will fax a hotel information sheet and rooming list to hotel reservationist. Hotel information is to be faxed to: 615-535-3225.

EXHIBIT "B"
GROUND TRANSPORTATION
(When Contractually Obligated)

BUYER shall provide, at BUYER'S sole expense, ground transportation for ARTIST'S party, consisting of 9 persons, with approximately 18 pieces of luggage and 12-15 pieces of musical instruments/equipment, weighing approximately 750 lbs).

BUYER will be furnished ARTIST'S flight itinerary, in order for BUYER to make the following arrangements.

GROUND TRANSPORTATION REQUIREMENTS & SCHEDULE

- 1. BUYER is to provide one (1) 10-passenger van and one (1) CARGO van (not a passenger van) or closed truck with a driver for each vehicle. **(Request no personnel other than the two drivers arrive or be transported in BUYER'S vehicles.)** The passenger van is to be a non-smoking van. Request limousines not be used for any of our ground transportation needs.
- 2. Generally, the band and tour manager (5 passenger's w/10 pieces of personal luggage) will be transported to the hotel, and the crew (3 passengers, with 6 pieces of personal luggage and all band equipment) will be transported to the venue to begin the load-in and show preparation. In addition, transportation to and from the venue and hotel (for sound check, show and load-out) and from the hotel back to the airport will be required. Specific transportation schedules will be coordinated between BUYER'S Representative and ARTIST'S Tour Manager, Charlie Wolf. Phone & fax: 615-535-3225.

Note(s): For security reasons, the cargo vehicle and keys thereto will remain in the possession of ARTIST'S Production Manager overnight at the hotel. (BUYER'S driver of the cargo vehicle is to arrive at the hotel at the time designated by ARTIST'S Tour Manager). The drivers name and home telephone number (of both vehicles) are to be given to ARTIST'S Tour Manager.

EXHIBIT "C"
JOHN KAY & STEPPENWOLF BACKLINE/STAGE EQUIPMENT LIST
(When Contractually Obligated)

At BUYER'S sole expense, BUYER shall provide the following professional backline equipment. ALL EQUIPMENT WILL BE FOR THE EXCLUSIVE USE OF ARTIST AND SHALL NOT BE USED BY ANY OTHER ACTS. All equipment must be in proper working condition and include all required cabling necessary to operate said equipment. VERY IMPORTANT: A backline company representative knowledgeable with said equipment shall be on site when ARTIST'S crew arrives and confirms that all equipment is in proper working order and will remain until the conclusion of the show.. In the event said equipment is found to be inoperative or defective in its performance, the backline company representative will repair or replace defective equipment prior to ARTIST'S sound check and performance. It is IMPERATIVE that the BUYER contact ARTIST'S Production Manager for alternative equipment choices should the BUYER be unable to locate and secure the following equipment.,

Production Contact Information:

Production Manager: Chris Bray @ 615-595-0137 (office/fax); 615-969-1733 (cell phone); email: chrisbray@toursupportservices.com

- Two (2) Marshall 1960A (4x12") Matching Straight Guitar Cabinets (each must have 16 ohm impedance)
- Two (2) Marshall 1960B (4x12") Matching Slant Guitar Cabinets (each must have 16 ohm impedance)
- Two (2) Marshall JCM 900 Guitar Amplifiers
- Two (2) Fender Twin Reverb 1965 Reissue Guitar Amplifiers
- Two (2) Gallien Krueger 800 RB Bass Amplifiers
- Two (2) Hartke 4x10" Bass Cabinets
- Two (2) Hartke 1x15" Bass Cabinet
- One (1) Pearl, 4-piece Drum kit, color: black, with hardware and a complete set of spare heads

The kit must contain the following items:

- One (1) 22" Bass Drum w/pillow
- One (1) Set of Double Bass Kick Pedals
- One (1) Single Bass Drum Pedal (for spare)
- Two (2) 14" by 5.5" Snare Drums with individual stands
- One (1) Rack Tom, size 13"
- One (1) Floor Tom, Size 14"
- One (1) Floor Tom, Size 16"
- One (1) Drum Throne Assembly
- One (1) Hi-Hat Stand Assembly
- Five (5) Cymbal Boom stands
- One (1) Set of "LP" Timbales, with tilt stand, sizes: 13" & 14"
- One (1) Red Jam Block
- One (1) 6' x 6' drum carpet

CYMBALS: (All of the following cymbals are to be the Sabian Brand)

- One (1) Set Hi Hat Cymbals, size 14"
- One (1) 12" splash cymbal
- Two (2) Crash Cymbals, Sizes: 16" & 18" (thin)
- Two (2) Chinese/pang cymbals 16" & 18"
- One (1) Ride Cymbal, size 20" (heavy rock ride with bell)

- One (1) Kurzweil PC2 Keyboard (Stand is not required)
- One (1) Hammond B-3 Organ (bass pedals and seat is not required).
- Two (2) Leslie 122 Rotary Organ Speaker Cabinets.
- Two (2) 20' Leslie 122 control cables, one (1) splitter and one (1) spare set of tubes for the amplifier.
- Two (2) Mackie SRM450 Powered Speaker Enclosures
- Three (3) Matching Guitar Stands
- Four (4) 1/4"-1/4" 25' shielded guitar cables (artist personal use)
- Six (6) 1/4"-1/4" 5' speaker cables (for use with the Marshall guitar rig and GK bass rig)
- One (1) 8' x 8' x 2' scrimmed drum riser with wheels

One (1) 8' x 8' x 1' scrimmed keyboard riser with wheels

Three (3) 20 amp 120volt AC transformers (**overseas only**). (For artist backline that is brought with Artist).

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