



FOGHAT CONTRACT & RIDER – EFFECTIVE 01/01/24

PLEASE NOTE THE FOLLOWING FOR ANY ADVERTISING:

FOGHAT WEBSITES ARE:

www.foghat.com
www.facebook.com/foghat
www.twitter.com/foghat
www.youtube.com/foghat
www.instagram.com/foghat_official
www.foghatcellars.com

Members of the band are:

Roger Earl - Drums
Bryan Bassett - Lead/Slide Guitar
Scott Holt - Lead Vocals/Guitar
Rodney O'Quinn - Bass

Authorized photos, video, mp3's and promotional materials are available at

<https://foghat.com/promo/>
(Contact us for password)

We will gladly place a link on our website to your venue.
Just contact us at foghatbiz@foghat.com

All video and radio promotion must be approved by management.
Please use MP3's available on the current site for any promo.



FOGHAT CONTRACT & RIDER – EFFECTIVE 01/01/24

1. **All payments are to be made in *Cash or Certified Check* to Tour Manager or other designated band representative, prior to artist's performance.**

2. No portion of the engagement, including without limitation the Performance of the artist or any activity of the artist or purchaser undertaken in connection therewith may be recorded photographically, or by any sight and/or sound device by purchaser or otherwise, without prior consent of artist.

3. Purchaser agrees that he/she will not commit artist to any personal appearances, interviews, or any other type of promotion without prior approval of artist Management.

4. Purchaser will provide **thirty-five (35) complimentary tickets** and backstage passes for artist guests.

5. Unless otherwise agreed to, FOGHAT shall receive 100% top line, sole star billing in all manner and forms of advertising and publicity, light displays, marquees, posters, flyers, Newspaper ads, programs, etc. No other performer shall receive credit or billing on the same publicity release without prior written consent of artist. When appearing with other performers, no other performers' name shall appear on the same line as FOGHAT, nor shall any other artist receive more than 50% guest billing.

6. Artist shall have the sole and exclusive right to sell non-food/beverage items at or about the venue on the date of the engagement. **Purchaser agrees that it shall receive no interest or fee or share, either directly or indirectly in the proceeds of the sale of merchandise unless agreed to by Foghat Management.** Purchaser shall provide adequate secure space for said merchandise. Artist reserves the right to approve any event related to merchandising of any kind, whatsoever.

7. Sound check: artist shall require a minimum of one hour to sound check prior to opening of doors. Admission of any person not directly employed by the show or Venue to the performing area is strictly forbidden. No photographs may be taken during sound check. **Artist equipment shall not be moved after sound check.**

8. Insurance: without limiting any other provision contained in this agreement, the Purchaser shall indemnify and hold the artist and the individual persons whose services are furnished in connection with this agreement harmless from and against any loss damage, cost or expense (including reasonable attorney fee's) incurred by or threatened against artist in connection with or as a result of any claim for personal injury or property damage or otherwise by or on behalf of any third party resulting from or claims to be in connection with the engagement.

9. Force majeure and cancellation:

In accordance with New York state law FOGHAT'S *obligation to perform hereunder shall be excused if:*

a). FOGHAT or any of their performing group or essential road Crew is unable to perform as a result of illness, injury or death, detention resulting from inability to obtain reasonable means of transportation, strikes, riots, civil disorders, military authority Labor disputes, epidemics, and order of any court or public authority, dangerous weather, or any other cause beyond artist reasonable control.

b). If in artist's judgment, performance of the engagement may directly or indirectly expose artist, any employee of artist, or of purchaser, or of any portion of the audience to danger of injury or death as a result of conditions within control of purchaser, or which purchaser had prior knowledge but failed to bring to the attention of artist before the day of the engagement, including threatened violence or civil strife;

c). Performance of any of artist's obligations shall expose artist or any member of artist's group or employee's, agents, or independent contractors to civil or criminal proceedings of any kind.



10) If this agreement shall be terminated for any of the reasons referred to in subparagraph's 9a through 9c above, artist shall not have any further liability to purchaser for any loss, damage or expense claimed to have been suffered by purchaser as a result of such of such termination, and artist shall not be required to refund to purchaser any amount therefore paid to artist pursuant to this agreement.

11. If the purchaser shall deem it impossible to proceed with the performance because of inclement weather conditions, then this shall not relieve the Purchaser of his obligations to pay the artist the guarantee and production costs shown on the face of this contract. In the event that the artist's performance(s) is/are to take place in exposed or semi-exposed conditions, it shall be the absolute obligation of the purchaser to ensure that every provision is made to ensure that the artist is able to perform in conditions that are, in the sole opinion of the artist, satisfactory to the artist. If the Artist decides that the conditions are not satisfactory, the artist shall be entitled not to perform, and shall remain entitled to all money's due artist in full

12. The purchaser agrees and understands that if the clauses in this rider are not strictly adhered to, then the artist may cancel this agreement at any time, without prejudice and to all other rights which the artist may have by virtue of such failure, unless any changes in the clauses are agreed to in writing, at least four (4) weeks prior to the agreement.

13. In the event that the purchaser claims that the artist has breached this agreement, the limit of any liability for damages chargeable to the artist, individually and collectively, shall be the minimum guaranteed payment, if any provided for in respect of that contracted performance.

14. Assignment: any attempted or purported assignment or any other transfer, sub-license, mortgage, or other encumbrance of this agreement by either party without prior approval of the other shall be void and have no effect.

16. Breach: In the event that purchaser shall breach this agreement, artist shall have the right (without limiting any of the other legal remedies hereunder) to refrain from rendering a performance or to stop rendering a performance if such breach occurs during the rendition of a performance. Purchaser shall be liable to Artist for all the fees and compensation hereunder in the same manner as though artist had fully performed. A breach of any clause contained herein shall be deemed a material breach. If artist elects to perform, notwithstanding a breach of this agreement by the purchaser the performance shall not constitute a waiver of any claim artist may have for damages or any other recourse which might be available to artist. All these provisions of the contract and this rider are of the essence, and the failure of purchaser to comply with any of them shall constitute a material breach of the agreement between purchaser and artist.

This rider contains a total of twelve (12) pages. All pages are numbered at the bottom right. If for any reason you do not receive all twelve (12) pages of this contract/rider, please contact the booking agency to receive the complete rider.

All details are important. Please contact the Foghat Management Office or Booking agency as per contact information on page 4 with any questions at all! -Please sign in the space below, indicating that you have received, read, and understood all the information contained in the contract/rider, and that you will be in full compliance with this rider unless otherwise modified in writing.

Agreed to by both parties.

_____ Purchaser / Date

_____ Artist Representative / Date



Foghat Contact Information

*The following represent the authorized contacts for the band FOGHAT.
All correspondence, contracts, show information, etc., shall be directed to same.*

<p style="text-align: center;"><u>Manager</u></p> <p>Noisy S.O.D., Inc. Linda Arcello-Earl Office: 631-941-1299 Cell: 516-819-8398 foghatbiz@foghat.com</p> <p><u>Agency - Paradise Artists</u> Howie Silverman</p> <p>Cell: 805-798-0208 805-646-8433 (California) howie@paradiseartists.com</p>	<p style="text-align: center;"><u>Tour Manager</u></p> <p>Mike Arcello Cell: 201-970-3176 mike@foghat.com</p> <p><u>Promotion/Show Advance</u></p> <p>Rose Nangano 631-941-1299 Cell: 631-379-0809 Fax: 631-689-2533 rose@foghat.com</p>	<p style="text-align: center;"><u>FOH / Production</u></p> <p>Tim Franquist Cell: 313-522-0756 Sonicnomad1@gmail.com</p> <p>www.foghat.com www.facebook.com/foghat www.youtube.com/foghatmusic http://twitter.com/foghat www.instagram.com/foghat_official</p>
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FOGHAT DRESSING ROOM:

One (1) large, clean, comfortable, well-lit room is needed, containing at least one (1) large couch, six (6) chairs and two tables. One (1) full length mirror, fully functional heating, and air conditioning, two (2) 20 AMP electrical outlets, a clean toilet and shower facility with hot running water, two (2) rolls of toilet paper and no access by the general public. Public restrooms are not acceptable.

STAGEHANDS:

Two (2) stagehands for load-in and load-out to assist with bands personal gear and merchandise.

STAGE FANS: FOUR (4) 'TILTABLE' 16" OR 20" FANS – One for each band member!

SECURITY:

Purchaser will provide enough able-bodied security personnel, as needed, for the venue. There will be a security meeting with FOGHAT's road crew prior to the public having access to the venue.

It shall be the total responsibility of the purchaser to provide continuous security on the entire site, from the time the members of the FOGHAT band and crew, or their sub-contractors, equipment or material arrive, until final departure. All security staff should be clearly and easily recognizable by all, shall be unarmed, and should act in a professional courteous manner, refraining from excessive use of force.

UPON LOAD-IN: Backline should be delivered and set up prior to crew arrival.

Soup and sandwiches or subs for 5 (condiments on the side), Potato Chips with assortment of bottled water and sodas.



FOGHAT DRESSING ROOM HOSPITALITY - 10 people

- **Three (3) Coolers with ice - Two for the dressing room and one for the stage.**
- **Six (6) Bud Light Beer, Six (6) Sam Adams Lager Beer & Six (6) Miller High Life (not LIGHT)**
- **One (1) Bottle of Prosecco (Lamarca or equivalent)**
- **One (1) fifth bottle of Tito's Vodka**
- **Six (6) Bottles of wine. 3 Red (Pinot Noir, Merlot, or Cabernet Sauvignon & 3 White (Chardonnay) (Red wine @ room temp please & White wine chilled) PLEASE PROVIDE CORKSCREW**
- **Twelve (12) Pack of Starbucks Large Mocha Cappuccino**
- **Two (2) Packets of Coffee (Starbucks FRENCH Roast ground) – preferable a Keurig with K cups.**
- Tea-Twinning's English Breakfast Tea, YOGI Throat coat tea, Coffee maker and Kettle for boiling water**
- **(3)-12 oz Cans Coke, (3) Diet Coke & (6) LEMON/LIME Gatorade,**
- **(2) 1-liter bottles Pellegrino sparkling water**
- **MILK & Half & Half, Sugar, Stevia, Honey, 16oz. SOLO cups, spoons**
- **Twenty-four (24) 16 or 24oz bottles of Purified water (1/2 on ice/1/2 room temperature)**
- **Deli Tray for TEN (10) with all condiments. Roast Beef, Turkey, Ham, Genoa Salami, Swiss cheese, Other Cheeses, Wheat Bread, Whole Grain Wraps (9"), Sliced Tomato, Lettuce, Utensils, Mayonnaise, Mustard, Salt & Pepper, Plates.**
- **Small bottle Tabasco or Louisiana Hot Sauce**
- **Fruit Bowl including Apples, Bananas, Oranges, Grapes**
- **Assorted Cheese & Cracker Tray and Carr's Cheese Crackers)**
- **(1) Ruffles potato chips, (1) &LG bag Tortilla chips w/med. salsa**
- **(1 or 2) Bags of TATES COOKIES**
- **(1) Box of KIND nut bars (variety box)**
- **(1) Bag CASHEWS (1) Bag Almonds**
- **(1) Large Bag of Peanut M&M's**
- **BOX of Zip Lock GALLON size (Extra-large bags)**



DINNER FOR TEN (10) PERSONS

Due to FOGHAT'S sometimes difficult travel schedule, they would prefer a dinner buy-out, whenever possible. They can then eat when convenient to their schedules! The buy-out is \$35.00 per person.

If a buy-out is not possible we require (5 Meals prior to show for crew and 5 meals for the band after the performance.)

A HOME STYLE MEAL with proper settings should CONSIST OF 1 HOT ENTRÉE WITH 3 SIDES AND A SALAD (BEEF, FOWL, PORK, FISH- POTATOES, VEGETABLES, RICE, ETC)

OTHER STAGE REQUIREMENTS

Foghat will require a total of 12 16" x 24" stage towels plus one (1) cooler with bottled water & sufficient ice +6 bottles room temperature water & (1) trash can

***STAGE AREAS & EDGES MUST BE PROTECTED & WELL DEFINED, BEFORE, DURING & AFTER PERFORMANCE.**

GROUND TRANSPORTATION – 10 PEOPLE + BAGGAGE & EQUIPMENT

Purchaser shall provide Vehicles for airport pick-up and drop off for 10 persons PLUS baggage and equipment! **(20-25 pieces of luggage and gear combined).**

Either:

One (1) full size car OR SUV for the band PLUS one (1) *15 passenger van ****
two rows of REAR SEATS 15 PASSENGER VANS MUST BE REMOVED TO ACCOMMODATE EQUIPMENT AND BAGGAGE –

OR

One (1) full size car +Two (2) Minivans.

WE WILL NOT BE LIFTING GEAR & LUGGAGE OVER THE SEATS AND SUCH.

One driver and van are also required for crew & band members, from hotel to venue for load-in, sound check and one (1) hour prior to performance on day of engagement.

MERCHANDISE- Purchaser shall provide:

Four (4) sturdy banquet tables at least 6-8 feet in length in an area with maximum access and view by audience.

One (1) collapsible chair Four (4) additional chairs & one (1) 8'ft long banquet table when the band signs after show by the merchandise table. Backing to hang merchandise on plus ten (10) hangars.

One (1) 10x10 tent with 2 side walls & 1 back wall for rainy or very hot days, or if the area is in the direct sunlight for most of the day (Outside Venues)

Four (4) cardboard boxes (18" medium size)

One (1) electrical outlet to plug in & at least 3 extension cords for lights, and two (2) small Flood lights.

SECURITY GUARD TO BE PRESENT (IF NEEDED) UNTIL RELEASED BY FOGHAT, NO EXCEPTIONS.



BACK LINE EQUIPMENT REQUIREMENTS

12 pack of 'Double A' Batteries (Pro-Cell brand preferred – if not Duracell. (No Energizer batteries)

DRUMS - ROGER EARL

DW Collector's Series Drums and DW hardware (No substitutes).

Paiste Cymbals. (Paiste Signature Series or Paiste 2002 Series) IF POSSIBLE

DRUMS: DW Collector's Series

1 - 24" Kick drum (preferred) or 22" kick drum / with a Remo clear powerstroke batter head. An Evans clear E-MAD, or Aquarian Superkick are an acceptable substitute for the batter side.

The front resonate head MUST have a minimum 8" mic port cut on it.

1 – 10" Rack tom w/ Remo coated Ambassador batter head and clear Remo Ambassador bottom head.

1 – 12" Rack tom w/ Remo coated Ambassador batter head and clear Remo Ambassador bottom head.

1 - 16" Floor tom w/legs w/ Remo coated Ambassador batter head and clear Remo Ambassador bottom head.

1 - 18" Floor tom w/legs w/ Remo coated Ambassador batter head and clear Remo Ambassador bottom head.

2 – 13" Snare drums (Aluminum preferred). 14" metal snares are acceptable substitutes.

HARDWARE: DW ONLY

10 - Boom Cymbal Stands

1 – 9000 series Hi-Hat stand, 2-leg w/21" upper rod. DW 5000 series is acceptable.

1 – Double tom stand / DW. (No kick drum mounted tom holders)

2 - Snare stands / DW

1 – DW 5002 or 9002 double pedal.

1 - Drum throne Roc-n-Soc Hydraulic low boy & (1) 3 leg, tractor style seat

CYMBALS: (Paiste Signature Series or Paiste 2002 Series)

1 – (1) pair of 14" Hi-Hats

3 – 18" crashes

1 – 20" medium crash ride

1 – 21", 22" or 24" heavy rock ride

1 – 20", 21" or 22" china / swish

Extra cymbal washers & cymbal sleeves in case they are missing from some cymbal stands.

PERCUSSION: LP (To be discussed during advance)

1 - 11-3/4" Latin Percussion (LP) **Conga** drum w/ Remo or Evans synthetic heads.

1 - 12-1/2" Latin Percussion (LP) **Tumba** drum w/ Remo or Evans synthetic heads.

2 - Timbales with one stand

"A stand for the Conga's and Tumba's should also be provided either the height adjustable double stand or the two (2) height adjustable basket (cradle) stands"



EXTRA'S:

- 1 - Aquarian DBL Thin slam pad (Preferred) or Remo DBL Flam pad, for kick head.
- 1 - Pack of Moon Gel.

SPECIAL INSTRUCTIONS:

Please provide new sleeves and felts on cymbal stands & new heads on drums.
Drumheads must be Remo coated Ambassador's with Remo clear Ambassador bottoms.
Do not put the cymbals on the stands.
Remove all muffling from the kick drum (Prior to crew arrival).

ALL DRUMHEADS TO BE INSTALLED PRIOR TO CREW'S ARRIVAL

No adhesive sticker (slam pad) on bass drum. If there is, it should be removed prior to set up and a new one (not attached) supplied.

Make certain to provide a drum rug for the drum set.

Any questions regarding drum equipment ONLY, contact Eddie LeFebvre #508-989-6015

BASS – RODNEY O'QUINN

- 1- 8x10 SVT Bass Cabinets
- 2 – Ampeg Pro 4 Heads May be substituted with GK 1001RB Heads if not available
- **1 – FENDER JAZZ BASS GUITAR + Strap**

SCOTT HOLT

- 2 - 4x12 Marshall Slants
- 1 - Marshall JCM 800-50w 50w head w/spare backup
- **1 – LES PAUL GUITAR + STRAP**

BRYAN BASSETT

- 2 - 4x12 Marshall Slants
- 2 - Marshall JCM 900-100w head w/spare backup
- **1 - LES PAUL GUITAR + STRAP**
- **1 – GIBSON SG**

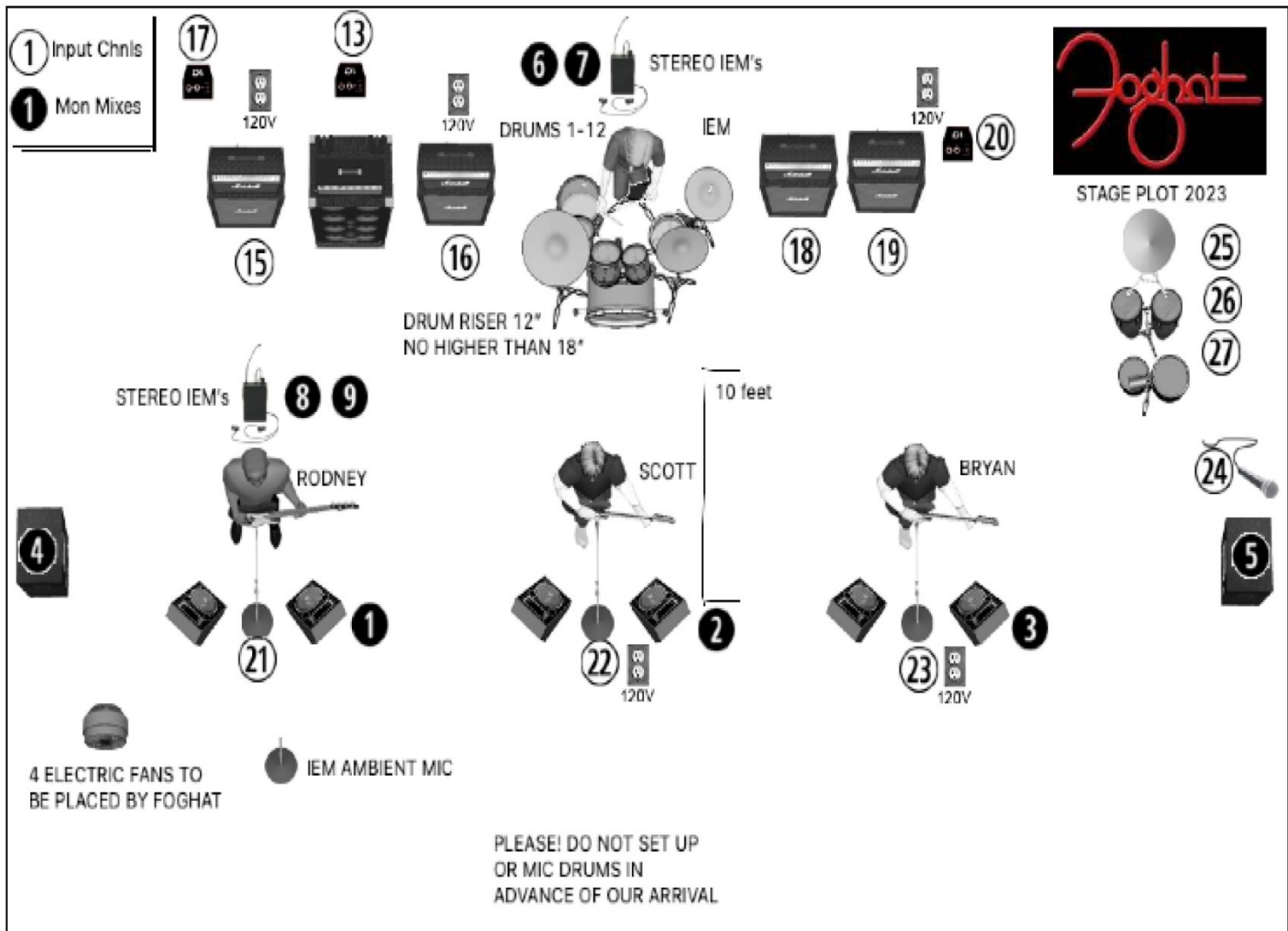
STAGE

- 1-8x8x1' Drum riser Carpet w/skirt -12" high Supplied by Venue or Back line
- 6-Guitar stands
- 1-Seven Guitar Ultra Case (preferred) - OR 1-Fender Seven Guitar Studio Stand

****GUITARS MUST BE AVAILABLE IN THE EVENT THE AIRLINES LOSE THE GUITARS!**



STAGE PLOT



If you have any questions or need to make any changes to this rider, please contact us at either the numbers listed below, or contact FOGHAT Office @ 631-941-1299 or email foghatbiz@foghat.com prior to engagement. These changes must be agreed to by FOGHAT.



Drum riser... no higher than 12 inches! If it is higher, a step needs to be provided.

If stage is open behind drum riser and there is a drop, then a railing or wall behind drum riser is mandatory!

FOGHAT INPUT LIST (01/01/24)			
	INPUT	BOOM TYPE	MIC
1	KICK IN	FOAM PAD	SHURE BETA 91
2	KICK OUT	SHORT BOOM	SHURE BETA 52
3	SNARE TOP	MEDIUM BOOM	SHURE BETA 57
4	SNARE BOTTOM	CLIP ON	SENNHEISER 604
5	HI HAT	MEDIUM BOOM	SHURE SM81
6	RACK TOM 1	CLIP ON	SENNHEISER 604
7	RACK TOM 2	CLIP ON	SENNHEISER 604
8	FLOOR TOM 1	CLIP ON	SENNHEISER 604
9	FLOOR TOM 2	CLIP ON	SENNHEISER 604
10	OVERHEAD SR	TALL BOOM	SHURE KSM 137
11	OVERHEAD SL	TALL BOOM	SHURE KSM 137
12	RIDE	SHORT BOOM	SHURE SM81
13	BASS DI	(PROVIDED)	SANS AMP
14	BASS MIC	MEDIUM BOOM	SHURE BETA 57
15	GTR SR 1	MEDIUM BOOM	SHURE KSM 32
16	GTR SR 2	MEDIUM BOOM	SHURE SM57
17	GTR SR 3	HANG ON CAB	SENNHEISER 609
18	GTR SL 1	MEDIUM BOOM	SHURE KSM 32
19	GTR SL 2	MEDIUM BOOM	SHURE SM 57
20	GTR SL 3	HANG ON CAB	SENNHEISER 609
21	SR VOCAL	TALL BOOM TRIPOD	SHURE BETA 58
22	CENTER VOCAL	TALL BOOM TRIPOD	SHURE BETA 58
23	SL VOCAL	TALL BOOM TRIPOD	SHURE BETA 58
24	SPARE VOCAL	COILED ON STAGE	SHURE BETA 58
25	PERC VOCAL	TALL BOOM TRIPOD	SHURE BETA 59
26	PERC 1	TALL BOOM	SHURE SM57



27	PERC 2	TALL BOOM	SHURE SM57
28	GUEST 1		
29	GUEST 2		
30	IEM MIC	MONITOR CONSOLE ONLY	SHURE SM81
31	INTRO	FOH CONSOLE	
32	INTRO	FOH CONSOLE	

FOGHAT AUDIO REQUIREMENTS -01/01/24

Foghat requires a professional PA system capable of reproducing even sound across the venue with headroom up to 110 db along with front fills and subs on aux. An analog copper splitter is required between FOH and Monitor console, no sharing of head amps.

A qualified systems technician that fully knows the system and console shall be on site for the entire show.

A clearcom system shall be provided for communication between FOH and Monitors.

FOH console mix position should be at the center of the venue no farther than 100 feet from the stage and no closer than 40 feet from the stage.

Accepted brands are D&B, JBL, Meyer, and L-Acoustics. Accepted FOH consoles are Avid S6L, Avid Profile/SC48, Yamaha CL5, Midas Pro. Any changes must be approved by the Production Manager.

Foghat requires a stage monitor system consisting of the following:

10 professional quality and properly powered monitor wedges (1000-watt minimum peak power) D&B, JBL, Meyer, L-Acoustics. (self-powered speakers such as QSC, DAS, RCF, Turbosound are not acceptable)

Two In-Ear monitor units. Transmitters and beltpacks. (Shure PSM1000 or Sennheiser G4,2000)

3-way stereo side fills (D&B, JBL, L-Acoustics, Meyer)



Console preferences: Avid S6L, Profile, SC48, Yamaha CL5, Midas Pro

1 fully qualified and experienced monitor engineer to operate the console for soundcheck and show based on a pre-loaded file. Monitor mix position should be stage left.

Any changes must be approved by the production manager. All Stage cable, XLR, snakes & microphone stands as well as microphones must be provided & will not be shared by other acts. Microphone stands must be of professional quality (Atlas, K&M)

HOTEL: (No Ramada Inns or Hotels with outside doors)

ROOMING LIST

GUEST	Band/Crew	ARRIVAL DATE	# OF NITES	TYPE	CONF# **
ROGER EARL Drums LINDA ARCELLO-EARL Manager	BAND MANAGER			KING SINGLE <i>Request Refrigerator in room</i> 1st Floor	
BRYAN BASSETT	BAND			KING SINGLE <i>Request Refrigerator in room</i>	
SCOTT HOLT	BAND			KING SINGLE <i>Request Refrigerator in room</i>	
RODNEY O'QUINN	BAND			KING SINGLE <i>Request Refrigerator in room</i>	
MIKE ARCELLO Tour Manager	CREW			QUEEN/QUEEN Low Floor near Elevator <i>Request Refrigerator in room</i>	
FOH Sound – either: Tim Franquist OR Charlie Martinez	CREW CREW			KING SINGLE Low Floor near Elevator <i>Request Refrigerator in room</i>	
RANDY SKIRVIN Guitar Tech	CREW			QUEEN/QUEEN Low Floor near Elevator/Lobby <i>Request Refrigerator in room</i>	
Edward LeFebvre Drum Tech	CREW			KING SINGLE Low Floor near Elevator/Lobby <i>Request Refrigerator in room</i>	
MERCH SELLER	CREW			KING SINGLE <i>Request Refrigerator in room</i>	
MGMT ROOM	MGMT			QUEEN/QUEEN <i>Request Refrigerator in room</i>	

TOTAL - 10 ROOMS

NOTE: Please have a master folio for room and tax. NO CHARGES ARE TO BE MADE TO THE ROOMS ON THE GROUP CC. Please have one room key and a room list copy for each guest. If this could be done prior to arrival, it would be much appreciated. If you have any questions, please feel free to call our office at 631-941-1299, or e-mail me at rose@foghat.com



Please fax back to 631-689-2533 or via email when rooms are confirmed.

IF MGMT ROOM IS NOT NEEDED WE WILL NOTIFY YOU TO CANCEL RESERVATION.