

IRON BUTTERFLY

Contract Rider

• Method of Payment:

1. A 50% deposit is to be made to "Emerald Butterfly LLC" in the form of a bank wire transfer, certified or corporate check to be sent upon signing of the contract.

2. Cashiers Check is to be presented to Road Manager **PRIOR TO PERFORMANCE** for balance of guarantee, made payable to **Emerald Butterfly, LLC. Any percentages will be settled afterwards. No company or personal checks will be accepted.**

3. PURCHASER agrees to have box office statement, ticket manifest, and all other receipts pertaining to the contract available to the ARTIST prior to the performance on the day of the show.

4. ARTIST shall receive ten (10) complimentary passes for each show.

5. ARTIST reserves the right of approval of all radio, television, newspaper, or magazine interviews made in connection with this performance. Purchaser agrees to use only the current and approved promotional materials provided by Agency/Artist in connection with this performance. All ads must be pre-approved by Artist's Representative prior to use. If venue has a marquee, the band name "Iron Butterfly" and date of performance shall be prominently displayed at least two weeks prior to performance. If there is room on the marquee, also include the song title "In-A-Gadda-Da-Vida".

6. ADVERTISING: PROMOTER / PURCHASER WILL NOT advertise the Artists performance at said Venue on the Internet, or any viewable public platform such as a web site, any radio station(s), nor internal email campaign(s) until the 50% required deposit has been submitted to Artist or their Representative in advance of Advertisements (all Advertisements by Promoter/Purchaser must be first approved by Artists). Artist will not be required to provide advertising material to Promoter/Purchaser until the required 50% Deposit is received by Artist.

7. PURCHASER will not permit the recording or broadcast, audio and/or visual, of any performance without the express prior written consent of ARTIST.

8. In event there are any local union charges in conjunction with this engagement, PURCHASER agrees to assume all cost in conjunction herewith.

9. PURCHASER and signatory of this agreement warrants that he/she/they have the right to enter into this contract and is of legal age.

10. ITINERARY REQUIREMENTS

The Promoter agrees to provide a detailed itinerary for the event no later than Seven Days prior to the Actual Event.

The Itinerary "Must Include" the following information:

a. Event Schedule: A comprehensive timeline of the event, including start and end times for each segment, breaks, rehearsals, Artist Sound Checks and any other relevant activities.

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b. Contact Information: Names and contact details of key personnel involved in the event, including the Event Manager, Technical Staff, and any other relevant parties.

c. Logistics: Details on transportation, accommodation, and any other logistical arrangements for the event.

d. Venue Information: Specific details about the venue, including address, layout, and any special instructions or requirements.

e. Emergency Procedures: Information on emergency protocols and contact details for emergency services.

**The itinerary should be formatted in a clear and organized manner, and any changes to the itinerary must be communicated to Artist immediately. The Promoter / Purchaser is responsible for ensuring that all parties involved are aware of and adhere to the itinerary.*

• Technical Requirements:

1. PA System - PURCHASER shall supply a high quality PA system in perfect working order which has prior written approval from ARTIST or ARTIST'S representative. This system will include a complete compliment of microphones (Shure SM-57 & 58's, AKG 421's, 451's, etc.), 20 microphones stands with booms attached, four DI boxes, all necessary cables, snakes and splitters.

2. Console / Effects - Minimum of 24 channel mixing console is required. Minimum of 3 bands of equalization per channel. Two (2) effects sends per channel. Effects shall include digital delay, gates, digital reverb, two outboard compressors, and appropriate equalization. **One (1) qualified operator for above house/mains system.**

3. Monitors - There must be a minimum of 24 inputs, **a minimum of four independent monitor mixes** powering a minimum of four floor wedges capable of high SPL, plus one drum monitor capable of bass guitar. Need minimum of one (1) 1/3 octave equalizer for each monitor mix.

Monitor Mixer must be at side of stage (not from front of house). One (1) qualified operator exclusively for the group monitor system levels.

4. Lights - *(Existing house lights are normally acceptable, but subject to approval by ARTIST).* **One projection unit capable of projecting light show media file (from thumb drive or DVD).** One follow spot with color slides in good working order w/qualified operator. Min. 26 lighting instruments, and an assortment of colored gel at no cost to ARTIST. A lighting console, capable of pre-programmed scenes, employing all instruments with a qualified lighting designer to operate said board.

5. Local Venues - When ARTIST brings own equipment to a local venue, PURCHASER shall provide two (2) qualified assistants for LOAD-IN and LOAD-OUT, at no cost to ARTIST.

6. VERY IMPORTANT: If Concert/Performance is Outdoors, the Stage Must Be Covered.

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7. Backline Equipment - PLEASE NOTE: Backline is NOT to be shared with support acts and will NOT be struck or moved either after sound check or between shows, FOREIGN BUYERS. SEE STAGE PLOT FOR VOLTAGE REQUIREMENTS if backline is part of this agreement, please provide the following.

*If backline is part of this agreement please provide the following.

• Backline Requirements:

KEYBOARDS - (Stage Right)

- (1) Yamaha MO6 keyboard; 61 keys, with corresponding Sustain pedal.
- (1) One-Tier Keyboard Stand to accommodate performance while standing (approx. 33-36 inches in height).
- (1) Shure Beta 58 vocal mic with stand and boom.

POWER SOURCE REQUIREMENTS: A 110 volt power source with at least three outlets must be provided. A 220 Volt to 110 Volt Power Source Conversion may be necessary (see stage plot).

GUITAR - (Stage Left)

- 2 - 100 Watt Marshall Amp Heads, Preferably JCM 900 Models - *Must have "EFFECTS RETURN LOOP".
- 2 - Marshall 4 x 12" Slant Speaker Cabinets with/speaker cables.
- 1 - Fender Twin Reverb Amplifier.
- 1 - Solid Body Guitar with two Hum-Bucking Pickups.
- 2 - Guitar Stands.
- 3 - 20' Guitar Cables.
- 1 - 220 Volt to 110 Volt Power Source Conversion for guitarist's pedalboard (see stage plot).

BASS GUITAR: (In Front of Drums - Slightly Off Center)

- 2 - 200 Watt Minimum Bass Amps. Preferences, two Ampeg SVT-CL Classic Amplifiers with dual 8 x10" speaker cabinets.
- 1 - Fender American Professional II Jazz Bass Guitar.
- 1 - Guitar Stand

DRUMS - All drums must have heads in new or near new condition, as listed below.

A Drum Set with Maple shells is preferred over Birch or other wood types.
Drum Brand/Make Preferences: #1) DW, #2) Yamaha, #3) Ludwig, #4) Mapex.

Bass Drum (a quantity of one kick drum)

Head Type: Aquarian
Diameter & Depth: 24 x 14" (or 22" x 14")

Snare Drum (Wooden drum, a quantity of one snare drum)

Head Type: Remo Controlled Sound
Diameter & Depth: 14" x 5"

Rack Toms (a quantity of three rack toms)

Head Type: 3 Remo Clear Ambassador or Similar

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Diameter & Depth: 12"x 8", 13"x 9", 14" x 9"

Floor Tom (with/Legs, quantity of one floor tom)

Head Type: Remo Clear Ambassador or similar

Diameter & Depth: 18 x 16

Double Bass Pedal (one Tama Iron Cobra or DW 9000)

Hi-Hat Stand (two legs, one Yamaha or DW#5500 TH)

Snare Stand (two Yamaha or DW#9500)

Cymbal Stands (five Boom Stands)

Drum Throne (one Yamaha or DW)

Drum Carpet (one large enough to completely cover footprint of entire drum kit)

Cymbals (Diameter Manufacturer)

Hi-Hats (one pair 15" Zildjian or Sabian Cymbals)

Crash (three) 19" / 19" / 17" Zildjian or Sabian

Ride Cymbals two) 22"heavy / 21"Med Zildjian or Sabian

8. Backstage / Hospitality:

- a) PURCHASER to provide a clean, well-lit **dressing room**, with a large mirror and adequate space for changes of clothing. This dressing room shall be lockable and key shall be provided to ARTIST'S representative upon arrival for sound check -or- Purchaser will provide proper and qualified security from load in until load out at the dressing rooms. Room must have air conditioning / heat and bathroom facilities.

NOTE:

This will be exclusively for Iron Butterfly and is not to be shared with other artists on the bill.

- b) PURCHASER shall provide a hot meal for band and crew each night of contracted performance, including meat and vegetable, a side dish, salad and dessert, at no cost to ARTIST. Meal buyout is also ok.

- c) PURCHASER shall place in dressing room, prior to band load in, the following:

1. One large deli platter with assorted meats and cheeses, bread, mustard and mayo, napkins and utensils.
2. Plastic cups or glasses for drinks.
3. One bucket of clean ice for drinks.
4. Eight (8) clean hand towels. (four on stage, four in dressing room).

A runner must be available to drive band members back and forth from the hotel to the venue if needed, after sound check and immediately before and immediately after the show.

If accommodations are part of this agreement, PURCHASER shall provide accommodations for band and crew at the same hotel for each night of contracted performance plus one night on travel day if necessary, consisting of Four (4) first class hotel rooms, in a hotel such as Marriott, Radisson, Westin, Hilton, or better at no cost to ARTIST.

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If ground transportation is part of this agreement, PURCHASER shall provide all ground transportation in a late model van or bus that will carry minimum five passengers (besides driver) and 10 pieces of luggage (including two guitar cases). A 15 passenger van with the back seat taken out works perfectly. The vehicle must have good air conditioning / heat, and the driver must be a non-smoker who is properly licensed and insured, all at no cost to ARTIST.

9. Merchandising: PURCHASER will allow the band to build up a merchandising stall (if there is no pre-existing facility) and will provide a table with sufficient lighting and qualified personnel to sell merchandise, which will be made available at time of load in, at no cost to the ARTIST.

ARTIST'S management shall be granted right of approval of all support acts, production, and length of set. PURCHASER will provide a complete list of all other supporting acts/artists.

In the event of breach by PURCHASER of any of the terms or conditions of this agreement, ARTIST will not be required to perform. ARTIST to be paid in full regardless of weather conditions.

ARTIST requires specific load in directions at the venue prior to arriving to the venue.

If there is an existing house piano on stage, it must be struck prior to ARTIST'S load-in.

NOTE: If you have any questions or concerns, contact the band road manager, Dave Whiston - Tel: (818) 588-7650 / Email: roadmanager@ironbutterfly.com

CANCELATION: ARTIST shall have the right to cancel this engagement without liability upon notice in writing to PURCHASER, not later than thirty (30) days prior to the date of engagement assuming the 50% deposit has been submitted as required.

FORCE MAJEUR: Producer'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 any act or order of any public authority or any cause, similar or dissimilar, beyond producer's control. Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with their 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 foregoing 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 Majeur 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. Producer shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

PURCHASER ASSUMES LIABILITY: Purchaser hereby assumes full liability and responsibility for the payment of any and all cost, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which the Artist is to appear hereunder.

INDEMNIFICATION: Purchaser agrees to indemnify and hold harmless Producer/Artist and its employees, contractors, and/or agents from and against any claims, costs (including attorney's

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fees and court costs), expenses, damages, liabilities, losses, or judgments arising out of or in connection with any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the engagement. Purchaser also agrees to indemnify and hold harmless Producer/Artist and its employees, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents instruments and equipment at the place of the engagement, including but not limited to, damage, loss destruction caused by act of God.

TAXES: Purchaser shall pay and hold harmless of and from any and all taxes, fees dues and the like relating to the engagement hereunder and the sums payable to Producer shall be free of such taxes, fees, and dues.

INSURANCE: Purchaser agrees to provide comprehensive general liability insurance (including without limitation coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Producer/Artist and/or its employees, contractors and agents). Such liability insurance shall be in the amount required by venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times Producer/Artist or any of the Producer's agents, staff or independent contractors are in place of the performance. Purchaser shall provide written proof of liability insurance to ARTIST.

► ACCEPTED AND AGREED PURCHASER

----- Date: -----

► ACCEPTED AND AGREED ARTIST

----- Date: -----

• Special Instructions For Hotel:

PRE-REGISTER: Please pre-register the group and have separate envelopes with a room list and key for each person upon arrival. (With photo copies of the room list provided)

PHONE SYSTEM: Be sure to enter each name in your computer so that they may receive calls: from outside sources.

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ROOMS: All rooms should be best available, non-smoking, single, with King size bed. Please try to block rooms that were vacant the night before, as on some occasions the group will arrive for a mid-morning check in. The rooms need not be located together, as readiness is much more important than location. Please locate away from ice or drink machines and housekeeping stations. Also, please do not put any member in a room directly across from, or right next to an elevator.

FOLIOS: Please place all room and tax charges on Nancy Bushy' folio (only if rooms are not provided by the local promoter). Separate incidental folios should be prepared, as each individual will pay his own incidentals. Individual credit cards will be presented upon check in to guarantee all incidental charges and to open phone lines, etc.

COMPASSION: If there is construction, renovation, or any unusual activity (High School proms, or any other youthfully exuberant activity (planned at the hotel during their stay, please put entire band in rooms isolated from such activities, or Contact Dave Whiston Tel: (818) 588-7650, Email: roadmanager@ironbutterfly.com on receipt of this package.

DO NOT DISTURB: Please notify the housekeeping staff that this block of rooms will not be getting to sleep until very late, and will not be available for cleaning before check out time.

QUESTIONS: Contact Dave Whiston Tel: (818) 588-7650, roadmanager@ironbutterfly.com Please make four copies of this page after filling it out and have them ready with each person's key upon group's arrival. Thank you.

ROOM LIST (Four single King Rooms, all non-smoking)

Eric Barnett:

Room # _____

Jawn Star:

Room # _____

Dave Whiston:

Room # _____

Bernie Pershey:

Room # _____

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MONITOR CONFIGURATION, MUSICIAN MIXES & INPUT LIST

MONITORS:

Jawn Star, Keyboards:

Keys / Vocal) All keys, key vocal, guitar vocal, guitar, kick, snare, hat.
INM+

Dave Whiston, Bass Guitar:

(Bass / Vocal) Bass vocal, a little guitar if it's a really large stage

Eric Barnett, Guitar:

(Guitar / Vocal) Eric vocal, guitar, some keys.

Bernie Pershey, Drums:

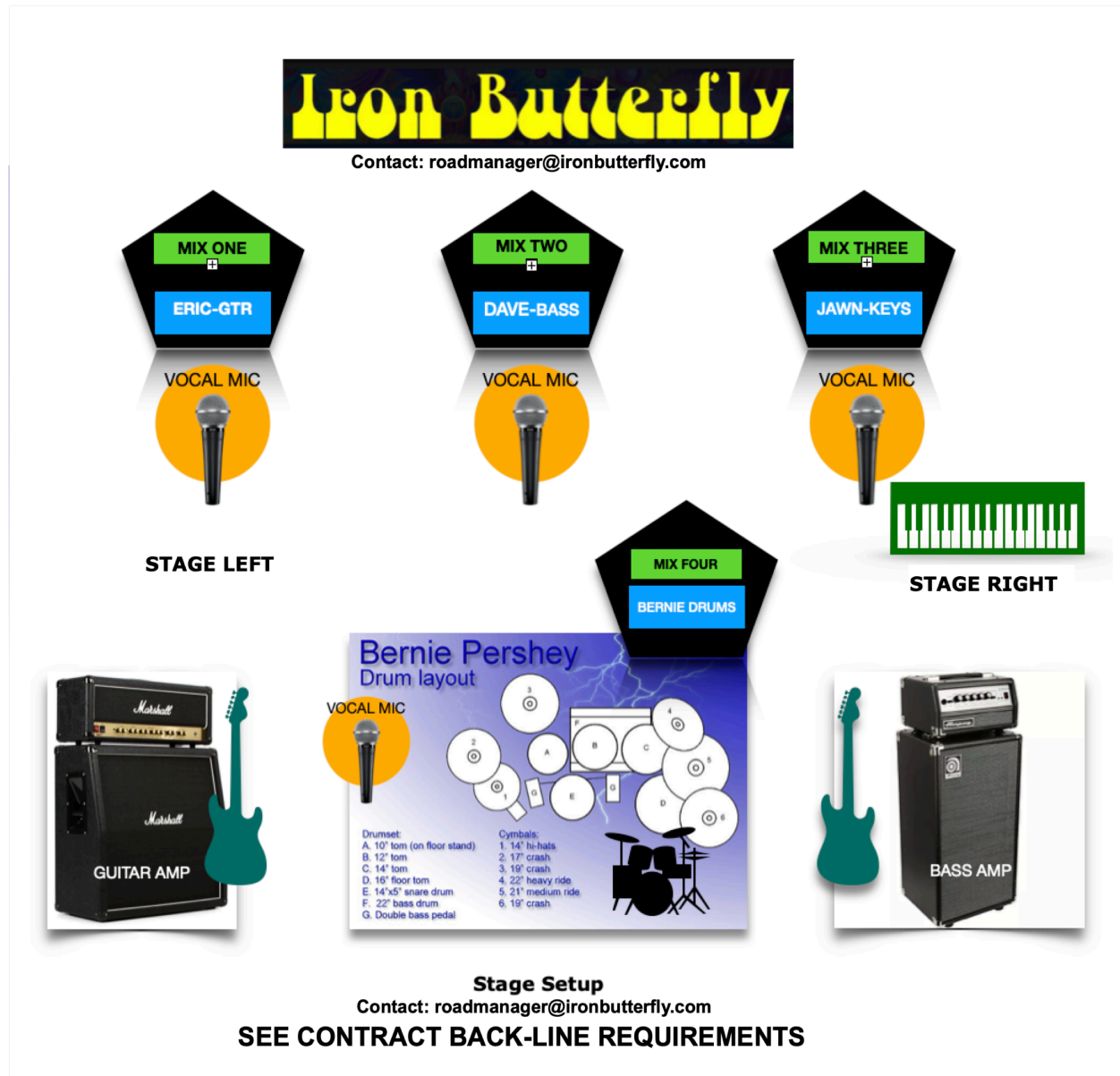
(Drums 7 Vocal) Kick, snare, bass guitar, Bernie vocal, drum pads, then rest of mix at lower level.

CHANNEL	INPUT	MIC/DIRECT	INSTRUMENT
1	KICK DRUM	EV RE-20 or similar	
2	SNARE DRUM	Shure SM-57 or similar	
3	HIGH HAT	AKG 451 or similar	
4	RACK TOM #1	Senn 421 or Shure SM57	
5	RACK TOM #2	Senn 421 or Shure SM57	
6	RACK TOM #3	Senn 421 or Shure SM57	
7	FLOOR TOM #1	Senn 421 or Shure SM57	
8	DRUM O/H - LEFT	AKG 451 or similar	
9	DRUM O/H - RIGHT	AKG 451 or similar	
10	ELECTRONIC DRUM PAD	Direct - See IB Drummer	
11	BASS GUITAR AMP MIC	Shure SM-57	
12	BASS GUITAR DIRECT	Direct Mono	
13	KEYBOARD #1	Direct	
14	KEYBOARD #2	Direct	
15	ELECTRIC GUITAR LEFT	Direct Left	
16	ELECTRIC GUITAR RIGHT	Direct Right	
17	ELECTRIC GUITAR AMP MIC	Shure SM-57	

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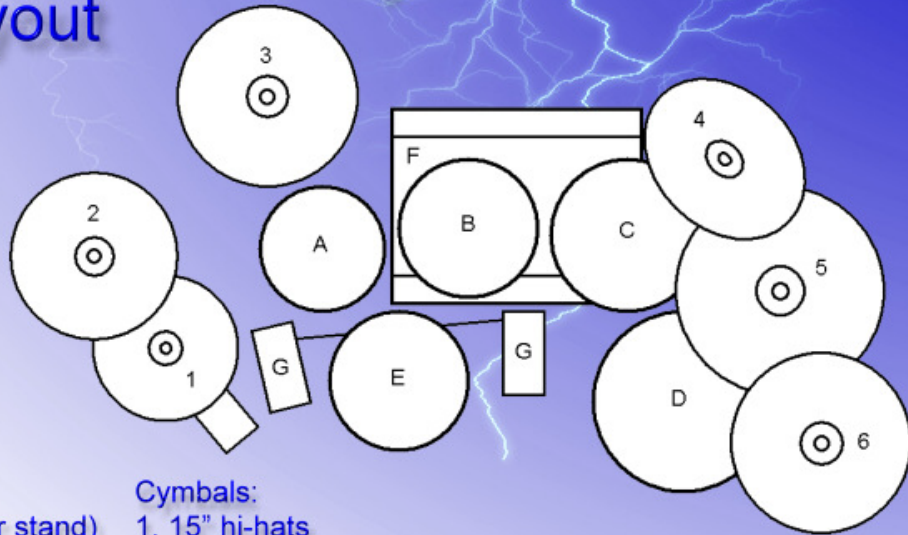
CHANNEL	INPUT	MIC/DIRECT	INSTRUMENT
18	LEAD GUITAR VOCAL MIC	Shure SM-58 or similar	ERIC BARNETT
19	KEYBOARDS VOCAL MIC	Shure SM-58 or similar	JAWN STAR
20	BASS GTR VOCAL MIC	Shure SM-58 or similar	DAVE WHISTON
21	DRUMS VOCAL MIC	Shure SM-58 or similar	BERNIE PERSHEY



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Bernie Pershey Drum layout (alternate)



Drumset:

- A. 12" tom (on floor stand)
- B. 13" tom
- C. 14" tom
- D. 18" floor tom
- E. 14"x4½" snare drum
- F. 14"x24" bass drum
- G. Double bass pedal

Cymbals:

- 1. 15" hi-hats
- 2. 17" crash
- 3. 19" crash
- 4. 22" heavy ride
- 5. 21" medium ride
- 6. 19" crash

NOTE: If you have any questions or issues, contact the group road manager:
Dave Whiston - Tel: (818) 588-7650 / Email: roadmanager@ironbutterfly.com