

Peaches & Herb

Performance Contract Rider

Rider to contract dated the day of _____
By and between Starlight Management Inc. F/S/O PEACHES & HERB (hereinafter referred to as "Artist" and
_____ (hereinafter referred to as "Purchaser") for the engagement at

On _____
is made part of and setting forth additional terms and conditions to contract.

1. TRANSPORTATION:

A. Purchaser shall provide a total of seven (7) round trip coach airfares to be broken down as follows:

Seven [7] departing from, and returning to Baltimore or Washington.

B. Purchaser must pay for and provide all internal transportation for Artist and Artist's staff; including airport pick-up and return as well as transportation to and from venue for both rehearsal, (if any) sound check and performance. Limo requested as well as a 9 person passenger van for crew and cargo van for the luggage and musical equipment

2. ACCOMMODATIONS:

A. The Purchaser shall provide [7] seven hotel rooms of Holiday Inn Quality or above

Two (2) suites or King rooms, and FIVE (5) single rooms at no cost to Artist. Rooms must be first class. Artist shall have the right to change hotels if they are not adequate, at the sole expense of the purchaser.

B. Hotel address, phone fax and confirmation number (directions if necessary) must be provided at least seven (7) days prior to date of engagement.

3. SOUND REQUIREMENTS:

A qualified house sound mixing engineer is required to operate house sound system during sound check and performance, and should be present in venue at agreed load-in time.

This system and the operator are at the sole cost of the PURCHASER.

The house sound system shall be an active three-way configured in stereo capable of producing a flat response from 40-120 kHz and an undistorted signal of 115-dB spl at 100 feet in front of center stage. It shall also include sub-wwoofer bass reinforcements.

Two (2) 1/3 octave graphic equalizers (one per stereo channel) and a stereo three-way active crossover network are required and should be made accessible to the ARTIST's sound technician.

The house console must meet the following requirements:

- Not less than 48 input channels
 - Not less than 8 sub groups
 - Not less than 3 effect sends per channel
 - Insert and return patch points
 - Channel phase reversal capability
 - Phantom power to mic capability

Outboard equipment shall consist of the following:

- One (1) stereo cassette deck
(Capable of recording ARTIST's show from the house mix position. A reference tape of ARTIST's performance may be requested to be made by the house mixing engineer. In addition, mutually agreed upon pre-show, in-house tapes may be played through the same machine.)
- Two (2) digital reverb units (Yamaha or Lexicon preferred)
- One (1) digital delay unit
- Four (4) noise gates
- Ten (10) compressor/limiters
- A dual station communication system connecting the house console and the monitor console

One (1) announce microphone must be provided at the house mix position to facilitate any necessary house announcements. Any house announcements affecting the tone or timing of ARTIST's performance must be previously discussed and mutually agreed upon with appropriate house representatives and ARTIST's road manger. The ARTIST will have final authority over announcements, introduction of artist and all pre-show in-house music. No videos to be played before show without permission of the ARTIST.

MONITOR SYSTEM REQUIREMENTS

A qualified monitor mixing engineer is required to operate monitors during sound check and performance, and should be present in venue at agreed load-in time.

This system and the operator are at the sole cost of the PURCHASER.

The monitor system must be capable of providing 10 (ten) discreet onstage mixes.

The monitor system shall consist of the following:

- One (1) 48 input monitor console with not less than ten available mix outputs
- Monitor console would be located off immediate stage left or right and must be totally independent of house console.
- Ten (10) 1/3 octave graphic equalizers (one per mix)
- Stereo sidefills are required for all stages as large or larger than 35 feet wide by 20 feet deep.

The house and monitor system shall also consist of all necessary microphones, microphone stands, direct boxes, cables, a snake (not less than 100 feet), sub snakes and power boxes. **(See attached stage plot and input list for these requirements)**
There are no additional costs to the ARTIST for this equipment.

ARTIST has the right to refuse any equipment deemed unprofessional, unsafe or otherwise not in proper working order in which cases the PURCHASER must replace at PURCHASER's cost before the conclusion of sound check.

The above system shall be set up according to the requirements of the attached stage plot and input list and shall be fully operable by designated time of sound check.

4. LIGHTING REQUIREMENTS:

- A. Purchaser shall provide a minimum of 120k (60 front truss, 60 back truss) of par 64 instruments.
- B. Purchaser will provide two (2) follow spots of size and strength for venue.
- C. Purchaser will provide two (2) experienced, competent lighting technicians.
- D. Purchaser agrees to have all lighting equipment set up and operable prior to Artist's rehearsal and/or sound check.

5. EQUIPMENT

DRUMS - (Pearl, Ludwig or Yamaha)

- 22" Bass Drum
- 10" Mounted Tom
- 12" Mounted Tom
- 13" Mounted Tom
- 14" Floor Tom with Legs
- 16" Floor Tom with Legs
- 2 - 14" X 5 1/2" Snare Drums
- 4 - Boom Cymbal Stands
- 1 - Hi-Hat Stand
- 2 - Snare Stands
- 2 - Bass Drum Pedals
- 1 - Throne
- 1 - Windchimes with Stand
- 1 - 8' X 8' Carpet

CYMBALS (Zildjian)

- 22" Ride
- 18" Crash
- 17" Crash
- 16" Crash
- 14" Hi-Hats

Bass

- (1) Eden WT 800 or (2) Eden Navigator with power amplifier or (3) SWR Sm-900
- 2- Eden 4 X 10 Bass Cabinets

Guitar

- 1- Line 6 Flextone 11 LX 2X12 Combo

Keyboards

- 1- Yamaha Motif 7
- 1- Quik Lok 2 (two) Tier Keyboard Stand
- 1- Roland KC 500 Amplifier

Miscellaneous:

- 2 - Shure SM 87- UHF wireless hand held microphones
- 2 - Shure SM 58 wired microphones on long cables (as backup's for wireless)
- 4 - Guitar stands
- 10 - Manhasset music stands w/lights
- 1 - Monator Engineer

Risers

- 1 - 8' X 8' X 1' Riser for Drums
- 1 - 8' X 8' X 18" Riser for Horn Section

6. MUSICIANS:

- A. Purchaser agrees to furnish the following musicians at no cost to the Artist provided at purchaser's expense.
 - a) Three Horn Players (sax, trumpet, trombone)Peaches & Herb will provide Musical Director
Artist will have the right to determine if band is suitable. Musical Director's discretion will be used and will be final.
- B. If this is a track or TV show, a DAT machine or CD player shall be provided at no expense to the Artist.
- C. Musicians must be available for a rehearsal consisting of two consecutive hours within a 24-hour period prior to commencement of the first performance of each engagement hereunder.
- D. No member of the general public shall be permitted in the performance area until Artist or Artist's representative has completed the full rehearsal, set-up, and sound check.

7. REHEARSAL:

- A. Artist shall have at least two (2) consecutive hours of rehearsal time on stage with musicians and full technical crew.

8. DRESSING ROOMS

Purchaser agrees to provide the following refreshments in the dressing room at least one hour prior to ShowTime.

- A. In Peaches’ Dressing Room: Assorted fruits, cheeses, and juices, a shrimp platter, hot herbal tea with honey and lemon, and bottled water.
- B. In Herb’s Dressing Room: Deli tray with turkey, veggies, hot tea with lemon and honey, and bottled water.
- C. In the Band’s Dressing room: Deli tray with turkey, chicken, veggies, tea, coffee, sodas, and bottled water.

FOR DINNER

Ten (10) hot meals. One to be seafood with drinks, coffee, tea and water.

In addition: plates, napkins, knives, forks and condiments.

9. SECURITY

A. Venue

Purchaser shall guarantee proper security at all times to insure the safety of Artists, Artist’s instruments, wardrobe, supporting personnel and; personal property before, during and after each sound check, rehearsal and performance, as well as securing the areas of the dressing rooms, stage areas and all exits and entrances to the facility. Security protection shall commence upon arrival of the Artist’s equipment at the airport and shall continue until Artist’s equipment is completely removed from the venue or as directed by Artist’s representative Christopher Feemster.

Purchaser shall provide to Artist twelve (12) tickets at no cost to Artist in rows 2-10. Artist will release tickets not used no later than fifteen minutes prior to show.

B. Stage

Purchaser agrees to provide ample security as directed by Artist’s representative in the on-stage area to keep persons not directly connected with the performance clear of the stage area and backstage area.

NO ONE other than those designated by the Artist and/or Artist’s on site representative, Christopher Feemster shall have access to on-stage or backstage area at any time. Peaches & Herb may invite members of the audience to participate in the show and may bring them on stage. In this event, purchaser shall have security nearby to direct and escort such a person to and from the stage. This usually occurs during “Love is Strange”. Please check with Artist’s on site representative, Christopher Feemster for particulars.

10. ADVERTISING:

- A. Artists shall receive 100% billing in any and all publicity releases and paid advertisements, including but not limited to programs, flyers, signs, lobby boards and marquees unless other wise specified. The following is the only acceptable way Artists shall be billed:

Peaches & Herb

- B. Purchaser agrees to use only publicity materials provided by Artist or Manager and further agrees that all advertising and publicity is subject to approval prior to release.
- C. Purchaser will not permit Artist’s name to be used or associated directly or indirectly within product or service without the Artist’s written consent.
- D. Interviews are to be arranged through Starlight Management Inc. 1.866.209.6134 two weeks in advance.
- E. Purchaser will not permit the recording or broadcast, oral and/or visual, of any performance without the express prior written consent of the Artist.

11. **CANCELLATION:**

- A. Artist has the right to cancel the engagement up to thirty (30) days prior to the actual date of performance if booked on a national TV show, casino date or major convention, Broadway, or theatrical presentation.

12. **FORCE MAJEURE:**

- A. Artist's obligations hereunder are subject to the detention or prevention by sickness, inability to perform, accident by means of transportation, act of God, riots, strikes, labor difficulty, epidemics and an act or order of any public authority or cause, similar or dissimilar beyond Artist's control.

13. **INDEMNIFICATION:**

- A. Purchaser agrees to hold harmless Producer/Artist and its employees, subcontractors, managers and or agents from and against any claims, costs (including attorney's fees and court cost), expenses, damage, 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 direct or indirect consequence of this engagement.

14. **TAXES:**

- A. Purchaser shall pay and hold Producer/Artist harmless of and from any and all taxes, fees, dues and similar financial events relating to the engagement hereunder and the sums payable to Producer/Artist shall be free of any deductions.

Road Manager
Chris Feemster
1.301.870.7012

Personal Manager
Ron DiRoma
Starlight Management Inc
Toll Free: 1.866.209.6134

THE ABOVE AND ALL ATTACHMENTS CONSTITUTES THE SOLE, COMPLETE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO. THIS ENTIRE CONTRACT HAS BEEN READ AND ENTIRELY UNDERSTOOD BY THE UNDERSIGNED. AS HAS BEEN ALL ATTACHED RIDERS AND TERMS: _____ *Initials*



Agreed and accepted by:

Agreed and accepted by:

Starlight Management Inc.
F/S/O Peaches & Herb

Purchaser

Initial _____



Peaches & Herb

Performance Rider to be made part of Contract



Payments For Unauthorized Changes

1 BUYER shall pay to Artist’s representative ARTIST’S percentage of box office receipts based on the ticket price and percentage clause stated on the attached contract event if tickets have been sold at less than the stated contract price.

2 Similarly if BUYER sells tickets to ARTIST’S performance at a greater price that the stated contractual ticket price, BUYER will pay to ARTIST’S representative 100 percent [100%] of the increased amount on each and every ticket sold. EXAMPLE: stated contract price: \$8.00 actual price of ticket sold: \$10.00; amount paid to ARTIST in addition to all other contractual payments is \$2.00 for every ticket sold.

3 In the event that BUYER sells a number greater than the seating capacity stated on the attached contract, BUYER shall pay to ARTIST’S representative 100 percent [100%] of the ticket price for every ticket sold beyond the stated seating capacity. EXAMPLE: stated capacity – 1000; number of tickets sold –1,100 ; ticket price -\$10.00 amount paid to ARTIST in addition to other contract payments: 100 X \$10.00 = \$1,000.00

4 In the event that 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

MERCHANDISE

1 Artist has sole right to merchandise any and all products pertaining to the PEACHES & HERB show at no expense to the ARTIST, excluding normal hall and vending fees. Purchaser will not allow himself nor allow aany other party to sell any merchandise bearing the name, likeness, or logo of ARTIST before, during or after the concert date **or any other merchandise** except for food and beverages.

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