

PINK MARTINI

CONTRACT RIDER - NORTH AMERICA - 2021

contacts

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This rider covers the factors necessary in order to provide for maximum performance quality and safety of **Pink Martini**, hereafter referred to as Artist. This rider is made part and parcel of the attached performance agreement. Purchaser shall provide and pay for any and all elements as set forth in rider in accordance with the exact specifications provided herein.

SECTION ONE : TERMS AND CONDITIONS

1. performance

Provided Purchaser is not in breach of any of the terms hereof, Artist will perform at the Venue on the date of the Engagement in accordance with the terms of this Agreement. Artist's set length will be as set forth on the Face Page. Artist's load-in, sound check, and rehearsal times will be as set forth on the Face Page unless otherwise mutually agreed by the parties in writing.

Purchaser will provide first-class sound and lighting systems for Artist's performance on the date of the Engagement, together with any production and backline as set forth on the Face Page and otherwise in accordance with the terms and specifications set forth in Artist's Production Rider (as defined below). Purchaser agrees to maintain and/or provide all necessary permits and licenses required by all applicable laws for purposes of lawfully conducting the Engagement, including, without limitation, any such authorizations and/or licenses required by any union(s), guild(s), public performance societies and/or any public safety authorities. Purchaser shall be solely responsible for taking all measures to ensure the safety and well-being of Artist and Artist's

traveling party, including, without limitation, ensuring that the Venue and all staging, lighting and other equipment comply with any and all applicable safety standards (including, without limitation, any and all generally accepted public health protocols, CDC and WHO guidelines, social distancing requirements, COVID-19 protocols and the like). Purchaser will pay for all performing rights licenses and fees in connection with the Engagement including ASCAP and BMI, and any other amusement taxes, where applicable.

Artist shall have the sole and exclusive control over any and all creative elements of Artist's performance at the Engagement hereunder. Except in Festival settings, Artist and Artist's representatives shall have the right to pre-approve the talent lineup for the Engagement, and Artist reserves the right to choose the performing Artist who will perform immediately prior and/or immediately after Artist's set time.

For clarity, Artist's exclusive control of Artist's performance includes:

- 1) the volume of the engagement, both onstage and through the house system, within the limit of system capacity, and abiding by any venue dB restrictions, which must be made known to Artist in writing at the time of the signing of this agreement.
- 2) music played in the venue before and after the engagement (to be supplied by Artist).
- 3) Any film, video, or audio-visual program played before, during or after the Engagement.
- 4) House lights, which are not to be turned up during an Engagement except for an emergency or security concerns.
- 5) Artist personnel, which may be substituted or replaced by Artist at its sole discretion so as to maintain performance quality.

2. advertising & marketing

Unless otherwise expressly agreed in writing by Artist, Purchaser may not make any announcements regarding Artist's performance hereunder unless and until Artist and/or Artist's written designee(s) receives the deposit payment from Purchaser in accordance with the terms of the Face Page. Without limiting the foregoing, the timing and schedule of any such announcements will be subject in each instance to Artist's prior written approval, which may be withheld within Artist's sole discretion.

Artist shall receive mutually agreed upon billing with respect to all Artist performances at the Venue on the date of the Engagement and all materials distributed by Purchaser to press and public in connection therewith. Artist shall be billed as mutually agreed upon and set forth on the Face Page, unless otherwise approved by Artist in writing.

Any use of Artist's name, image, likeness, logo and/or biographical information (the "Artist Materials") by Purchaser, together with any and all advertising materials in connection with the Engagement, shall be subject to Artist's prior written approval. Without limiting the foregoing, Purchaser will not use any Artist Materials in connection with any endorsement, advertisement or promotion of any sponsor, product or service without first obtaining Artist's prior written approval. Purchaser will use photographs supplied by Artist, except by Artist's written approval, with special care taken to use Artist photos reflecting the correct lead singer for the contracted engagement.

Artist must approve any marketing themes, such as an event or performance title, in advance. (Examples of themes/titles that WILL NOT be approved include: "Martini Madness," references to "lounge" or "cocktail" music, and/or the image of a martini glass).

Artist will make best effort to be available for press and interview requests prior to the Engagement. Meet & Greet requests are subject to prior written approval by Artist, and may be disapproved if Artist is planning to do a signing for the audience after the show, or for any other reason at Artist's sole discretion.

3. merchandise

Artist shall have the exclusive right to sell merchandise at the Engagement, including, but not limited to, t-shirts and other apparel, posters, trinkets, CDs, vinyl records and any other merchandise determined by Artist in Artist's sole discretion. Unless otherwise set forth on the Face Page, Purchaser will not be entitled to participate in any income received by or credited to Artist in connection with the sale of such merchandise.

Purchaser agrees that no other party, including Purchaser, will appropriate the Artist's name or likeness for any merchandising use whatsoever. If Purchaser charges a commission on merchandise sales, Purchaser is responsible to pay any and all applicable local and state sales taxes.

Purchaser agrees to provide a secure, clean, well-lit, highly visible and high-trafficked area suitable for merchandise sales, as well as a table, lamp, and three chairs. Purchaser will provide additional tables and chairs for Artist after-show merchandise signing, to be advanced.

4. ticketing

All ticket prices and scaling for the Engagement will be as set forth on the Face Page and/or as otherwise mutually agreed by the parties in writing. Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Purchaser shall be solely responsible for payment of all taxes (including, without limitation, state and local sales taxes) associated with the sale of tickets for the Engagement. Purchaser shall provide Artist and Artist's designee(s) with weekly written, detailed and accurate "ticket count" statements detailing the number of tickets sold for the Engagement, together with any and all gross proceeds therefrom. Purchaser will further send a final ticket count statement to Artist and Artist's representatives by no later than three (3) days following the completion of the Engagement.

5. termination

In the event that:

- (a) Purchaser fails to perform any of Purchaser's obligations or fails to provide any material items as required under this agreement;
- (b) Purchaser fails to make, in a timely manner, any payment(s) as set forth on the Face Page or as otherwise provided hereunder; and/or
- (c) Purchaser cancels, suspends, postpones or delays the Engagement and/or Artist's performance for any reason other than a Force Majeure Event (as defined below); then such failure and/or cancellation will be deemed a material breach of this Agreement, and, in addition to any other rights and/or remedies which may be available to Artist at law or in equity, Artist shall have the right, without notice or any further obligation to Purchaser, to:
 - (x) refuse to perform the agreement
 - (y) retain any deposit, prepaid expenses and/or any other advance amounts paid to Artist by Purchaser and/or any of Purchaser's designees in connection with the Engagement; and
 - (z) Purchaser shall remain obligated to remit to Artist the full unpaid balance of the Guarantee immediately upon Artist's written demand therefor, plus all out-of-pocket expenses incurred by Artist in connection with such the Engagement and Purchaser's breach of this Agreement, including, without limitation, any and all attorneys' fees and/or collection costs incurred by Artist to recover any amounts due and owing to Artist hereunder.

Notwithstanding anything to the contrary herein, Artist shall have the right to cancel the Engagement hereunder without any liability or penalty to Purchaser by giving Purchaser written notice thereof as least thirty (30) days prior to the date of the Engagement, provided Artist shall refund any deposit or other advance payments remitted to Artist by Purchaser in connection with the Engagement.

Neither Artist nor any of Artist's affiliated companies, designees, licensees, agents, representatives, employees, contractors Artist shall be liable to Purchaser for any costs or losses of any kind whatsoever suffered by Purchaser as a result of any cancellation by Artist in accordance with this section 5.

6. force majeure

In the event that the Engagement or Artist's performance is prevented, interrupted, or rendered impossible, infeasible or unsafe due to an Act of God, any act or regulation of any public authority or bureau (including, for the avoidance of doubt, any declaration by any government authority or public health authority that the Engagement and/or live events, concerts or other gatherings are unsafe due to COVID-19 or other similar pandemic or epidemic); civil unrest; any natural disaster; the illness, incapacity or injury of Artist, any member thereof, any essential member of Artist's touring party and/or any member of Artist's family; war; act of terrorism; or any other event, cause or circumstance beyond the control of either Artist or Purchaser (a "Force Majeure Event"), then:

- (a) neither Artist nor any of Artist's affiliates, designees, agents, employees, contractors, licensees and/or assigns shall be liable for any damages in connection with any cancellation, interruption and/or delay of the Engagement due to such Force Majeure Event;
- (b) Artist shall be released from any obligations to perform the Engagement hereunder; and
- (c) (i) if Artist is en route to the Engagement or is present, ready, willing, and able to perform at the time of such cancellation, Artist shall be entitled to retain or receive one hundred percent (100%) of the Guarantee within five (5) days following the occurrence of such Force Majeure Event; and
- (c) (ii) if Artist is neither en route to the Engagement nor present, ready, willing, and able to perform at the time of such cancellation, Artist shall be entitled to retain or receive fifty percent (50%) of the Guarantee within five (5) days following the occurrence of such Force Majeure Event.

The parties hereby acknowledge and agree that inclement weather shall not be deemed a Force Majeure Event and, in the event of any cancellation of the Engagement due to inclement weather, Artist shall be paid the full amount of the Guarantee.

7. security/insurance

Purchaser represents and warrants that Purchaser has obtained and shall maintain the following valid and current insurance policies to cover its liabilities through completion of the date of the Engagement and thirty (30) days thereafter: (i) Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including contractual liability, covering any acts or omissions of Purchaser and Artist's employees, agents, and contractors; (ii) automobile liability insurance with limits of no less than \$1,000,000 per occurrence covering all owned, non-owned and hired vehicles; and (iii) workers' compensation insurance as required pursuant to any applicable local or federal statute, rule or regulation. All coverage must be primary and not contributing to insurance coverage maintained by Artist. Purchaser will name Artist and Artist's agents, employees, designees, licensees and assigns as additional insured on all such policies. Artist's failure to request an insurance certificate evidencing the above-mentioned coverage shall not be deemed a waiver of the Artist's obligation to maintain such insurance.

Purchaser will provide and pay for an adequate number of sober, able-bodied and clearly identifiable professional security personnel at all times before, during and after the Engagement to ensure the safety and security of Artist, Artist's travelling party and Artist's personal property. Any failure by Purchaser to so provide such security personnel shall be deemed a material breach of this Agreement in accordance with all of the terms of section 5 above.

8. recording

Purchaser shall not and shall not authorize any third party to record, broadcast, live stream, televise, photograph or otherwise capture or reproduce Artist's performance at the Engagement, in whole or in part, without first obtaining Artist's express written consent. Notwithstanding the foregoing, Purchaser shall have the limited right to simulcast Artist's performance on jumbo-trons and/or other screens within the performance venue hereunder, provided that any recordings and/or digital copies of the performance as a result of such simulcast shall be the sole and exclusive property of Artist and shall be surrendered to Artist immediately following Artist's performance.

Artist encourages fans to take pictures or videos with their smart phones or point-and-shoot cameras, for the purpose of taking home a personal souvenir and/or posting on the internet/social media. Only the use of flash photography is discouraged; non-flash fan photography or video from audience seats should not be discouraged.

Artist may request permission to film the performances for future use and exploitation, any such permission granted to follow Purchaser or Venue guidelines, and to be handled by separate agreement.

Professional photographers that wish to be allowed to shoot during the Artist's Engagement, or otherwise photograph Artist at or around the venue, must be approved by Artist's Tour Manager, Manager, Agent, or Publicity Manager. If by the judgment of Artist personnel such photographer is at all a distraction to the Artist or audience, such photographer shall be limited to shooting for three songs total during the performance.

9. indemnification

Purchaser hereby warrants and represents that Purchaser has the full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

Purchaser shall indemnify and hold Artist and Artist's affiliates, subsidiaries, contractors, employees, agents and assigns (collectively, the "Artist Indemnified Parties") from and against any and all claims, demands, losses, costs, expenses, damages (including reasonable attorneys' fees) of any nature whatsoever (collectively, the "Claim Expenses") arising out of or in connection with (i) the negligence or willful misconduct of Purchaser or any of Purchaser's agents, employees, contractors, and/or designees; and/or (ii) Purchaser's breach of any representation, warranty or covenant under this Agreement. Purchaser will repay Artist upon demand for any Claim Expenses. Failure to pay such Claim Expenses within five (5) days from Artist's request therefor shall accrue a compounding interest rate that is two (2%) percentage points higher than the interest rate in effect on the date of such written request by Artist. In the event Artist incurs expenses in connection with collection of the Claim Expenses, those costs and expenses shall be included in the Claim Expenses total and promptly repaid by Purchaser.

10. governing law/venue

This Agreement shall be governed and entered into under the laws of the State of California without regard to otherwise governing choice of law or conflict of laws principles. Any dispute arising out of or related to this Agreement shall be brought in federal or state court in the State of California, Los Angeles County, and the parties hereby consent to the exclusive jurisdiction of such courts; provided however if Agent and/or Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Agent or Artist hereunder, Purchaser hereby consents to the jurisdiction of such court or forum over any such claim which may be asserted by or against Artist.

11. confidentiality

This Agreement, any correspondence and/or documentation related to the Engagement, and/or any other information received by either party that is designated as confidential by the disclosing party ("Confidential

Information”), shall be held in the strictest of confidence. Neither party shall disclose such Confidential Information to any third parties without the prior written consent of the disclosing party, except: (a) to the extent that disclosure is reasonably necessary to the recipient’s professional advisors, or to the extent that Artist is required to disclose such information pursuant to any recording or other similar agreement entered into by Artist; (b) as required pursuant to any applicable law or court order; (c) as reasonably necessary for the recipient to perform its obligations under this Agreement; or (d) to the extent such information is publicly available prior to the disclosure thereof for any reason other than as a result of any breach of this Agreement by the recipient.

12. role of agent

Purchaser and Artist hereby acknowledge and agree that any booking agent (“Agent”) representing the Artist is not a party to this Agreement or the transaction contemplated herein. Agent is not responsible for any acts or omissions of Purchaser and/or Artist. Neither Artist nor Purchaser will name or join Agent as a party in any civil action or suit arising out of or in connection with this Agreement and/or any acts or omissions of Purchaser and/or Artist.

In the event of any controversy or dispute between Purchaser and Artist with respect to any monies paid to and held by Agent in its client trust account (“Trust Funds”), Purchaser and Artist hereby instruct and authorize Agent to: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) transfer the Trust Funds to a separate trust account pursuant to a valid and binding order issued by any court of competent jurisdiction pending the final determination of the dispute between Purchaser and Artist. Subject to Agent’s compliance with all of the terms of this section, Agent shall have no obligation to Purchaser or Artist whatsoever in connection with any controversy arising out of this Agreement.

13. miscellaneous

Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party. The person executing this Agreement on Purchaser’s behalf expressly warrants that he/she has the full right, power and authority to do so.

Neither party shall have the right to assign this Agreement, in whole or in part, without the express written consent of the other party, and any purported assignment in violation of the foregoing shall be deemed void, ab initio. This Agreement contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument that is signed by both parties.

It is agreed that the relationship between Artist and Purchaser under this Agreement is that of an independent contractor and no employer-employee relationship, partnership or joint venture between the parties shall be created or construed hereunder. Artist shall not be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise. All rights not expressly granted herein are reserved by and for Artist.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies, PDFs, and photocopies of signatures shall be as valid as originals.

Each party acknowledges that it has read this document and has had the opportunity for an independent attorney to review it on their behalf, or voluntarily declines to do so.

SECTION TWO : ARTIST PROVISIONS – TRAVEL AND LODGING

14. air transportation

Purchaser will provide up to eighteen (18) round-trip air tickets from Portland, OR (or other locations as specified by Artist). The Artist reserves the right to book all flights, which the Purchaser shall pay for directly to Artist's travel agent. If the Artist agrees to let the Purchaser book the flights, Purchaser must confirm all flight and itinerary details with Artist and receive written approval prior to ticketing. Artist prefers United Airlines or partners whenever possible.

15. ground transportation

Purchaser will provide local ground transportation for the touring ensemble for up to 18 personnel and gear, in the form of SUVs, 15-passenger vans, and an empty cargo van for luggage/gear (typically 45-50 pieces of luggage/gear) with drivers, including airport pickup and delivery if applicable. The vehicles & drivers shall be available to the Artist from the time of load-in until the completion of load-out. Advance specific transportation needs with Tour Manager. Transfers by taxi or ground transportation buyouts will not be accepted.

16. parking

Ample and secured parking shall be provided at Purchaser's cost for up to two (2) tour buses at load-in area during load-in and load-out and within one block at all other times during the engagement. If Artist must park in a parking garage or area, parking validation and/or reimbursement is required.

17. accommodations

Purchaser will provide at least one (1) suite and up to seventeen (17) single, King/Queen size rooms at a four-star hotel not more than five (5) miles from the venue for each night Artist is required in the city of performance, including, when necessary, the night prior to the first performance or rehearsal. Early check-in or late check-out available as necessary for band's travel schedule. Suite should not be on first floor. Hotel should be in active area of city with restaurants, coffee shops, amenities, etc. Purchaser must advance and review hotel accommodations with Artist prior to final booking. All accommodations are to be prepaid by Purchaser prior to the engagement. Contact Tour Manager for rooming list and individual room needs for Artist.

SECTION THREE : ARTIST PROVISIONS – VENUE AND BACKSTAGE

18. artist guest list

For public performances, Artist will be allowed a guest list for each performance of at least THIRTY (30) guests/tickets with the option of purchasing additional good seats. Artist comps should be at least half in premium seating with approval prior to on-sale date.

19. hospitality

The following must be provided to the Artist, free of charge:

pre-show (ready no later than 2pm)

- i) Hot coffee, hot water in a designated hot water pot (ie: no coffee previously brewed) and assorted quality tea: Plain Green Tea with caffeine (prefer Teavana Emperor's Clouds & Mist Green Tea or equivalent), Plain Mint Tea and Decaffeinated Tea assortment, lemon, honey, sugar, real half-and-half for (18) – MUST be replenished and checked on throughout the day and until LOAD OUT begins.
- ii) (18) bottles of assorted high-quality juice such as Odwalla or local area equivalent (orange, apple, grapefruit) and (1) six pack of club soda.
- iii) (48) small (0.5 liter) plastic bottles of non-carbonated room temperature bottled water – No Evian please and no glass or cups please.

- iv) Five (5) excellent-quality locally pre-made gourmet-style sandwiches on whole wheat bread, a mix of tuna or chicken salad, turkey, ham, pastrami, egg salad (no roast beef and no deli tray please) on a mix of rye and whole wheat bread – please cut in half.
- v) Soup for five (5) to be kept hot until show. Vegetarian, gluten-free, non-dairy options preferred, such as Vegetable, Lentil, Split Pea, Black Bean, Miso – please advance with Tour Manager.
- vi) Bowl of mixed fresh fruit, KIND bars (or similar organic energy bars), prunes, dried apricots, raw almonds and one bunch full-sized raw carrots.

dinner

Dinner for up to eighteen (18) at the venue (time and location determined by advancing with Tour Manager). Dinner should be a full, 3-course meal with high quality, free-range fish, chicken, beef, pork or lamb, organic vegetables (broccoli, spinach, kale, squash, cauliflower), brown rice/potatoes, salad. A dessert should be proposed. Two (2) gluten-free, vegetarian dinners should be made available upon request. Please check with Tour Manager to plan specific menu, to verify number of dinners needed, and to confirm any dietary restrictions. *A \$35/per person dinner buyout can be proposed to Tour Manager if there are plentiful dinner options near venue.

on-stage prior to the performance

- (24) plastic bottles of room temperature non-carbonated bottled water (no glass or cups please).
- (6) one-liter bottles of Gerolsteiner sparkling water.
- (16) stage towels, black preferred. No bar rags or poor-quality bar towels please.

after performance in dressing room

- (24) small (0.5 liter) plastic bottles of non-carbonated bottled water – No Evian please.
- (12) bottles of microbrew or imported bottled beer.
- (2) quality bottles of red wine
- (2) quality bottles of liquor (advance specific liquor with Tour Manager)
- (2) liter bottles of soda water/club soda
- crushed ice for mixing drinks, 20 cups, napkins
- additional ice for tour bus
- (15) bath towels if showers are available at venue

after-show food

After show food MUST be provided to Artist. Options can be explored with Tour Manager and can include: Thai salad rolls with dipping sauce, fresh sushi, pizza, or local excellent quality gourmet style sandwiches for eighteen (18). A bowl of fresh fruit (organic if possible) is a must. Plates, forks and napkins should be provided. *A \$200 cash after-show food buyout is also an option. Please advance with Tour Manager.

Please provide at least one (1) dedicated catering assistant to attend to the hospitality from the time of LOAD IN until the end of the performance.

Artist is eco-conscious band and prefers local foods and real plateware and cutlery. Artist also requests that any leftover food and drinks be delivered to a local food bank or shelter, if possible.

All hospitality items are to be charged to the performance budget at real cost. Bar prices or any other price structure that exceeds local retail value for these hospitality items WILL NOT be accepted at settlement.

NOTE: Artist personnel numbers vary slightly from tour to tour. Please contact Tour Manager to confirm exact amount of catering needed.

20. dressing rooms

The Purchaser will furnish comfortable, secure, and private locking dressing rooms with power points, mirrors, and provisions for hanging suits. Rooms shall be clean, dry, well-lit, heated or air conditioned, with ample seating. Rooms shall also be within easy access of clean washrooms. Rooms shall be shown to the Artist's representative upon arrival. Please advise Tour Manager if there are backstage toilet / shower facilities or other arrangements, such as a day room close by. The rooms should allow for easy access to the stage area. The Purchaser shall be solely responsible for the security of items in the dressing rooms, and shall keep all unauthorized persons from entering said area. A key for the dressing rooms shall be entrusted to Artist for the duration of the night. Specific room needs for Artist are:

- a) Two (2) Large chorus rooms with seating for 12 people each, one for Men, one for Women, both with towels, soap, and garment racks for hanging show clothes.
- b) Star dressing room for bandleader with couch, 2 bath towels, water, coffee service (no decaf), fruit, snacks, and an upright piano if available.
- c) Star dressing room for singer with electric tea kettle, plain organic green high-quality tea with caffeine (Tazo china green tips or equivalent, in sachets), plain mint tea, (1) fresh organic lemon, raw natural honey (not commercial packaged honey), room temperature bottled water (prefer Smart Water or Fiji water), raw almonds, fruit and organic energy bars, comfortable armchair or couch, warm (non-fluorescent) lighting, (1) full-length well-lit mirror, (1) unused bar or pump hand soap, (3) clean bath towels, box of soft tissues, luggage rack or armless chair for suitcase, closet to hang garments, upright steamer in dressing room ready to use, outlets at makeup table or extension cord, private bathroom and lockable door.
- d) Private production office with large desk, hi-speed internet connection and power. Must be lockable.

21. settlement

- a) The balance due after the Engagement shall be paid by Purchaser to Artist's Tour Manager by money order or certified check not later than thirty minutes after the end of Artist's Engagement, except by prior arrangement with Artist.
- b) Artist shall receive a full box office settlement (including a full accounting of expenses, final ticket audit, receipts, ad tears, final attendance, final ticket prices, etc.) no later than thirty minutes after the performance ends. If there is a bonus structure based on ticket sales, please present a timely audit to Tour Manager 15 minutes prior to show time.

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SECTION FOUR : ARTIST PROVISIONS – STAGE AND BACKLINE

22. technical specifications – sound system

Current plots for stage, lights and sound can be downloaded at www.pinkmartini.com/tech. Purchaser agrees to provide a professional sound system with the specifications set out as follows:

The sound system shall be set up and tested to be in complete working order before the arrival of the Artist.

Purchaser shall provide a high-quality professional sound reinforcement system. This system should have smooth frequency response from 55 HZ to 16 KHZ with sufficient power, even room coverage, and no distortion or outstanding noise. The system shall be capable of evenly covering the entire listening area and must be able to reach loud (110 dB at mix position) levels without audible distortion. All speaker enclosures should be of a reputable make (L Acoustic, DnB, Meyer, JBL). The system shall include appropriate amplification, cables, connectors, snakes, microphones, mic stands, all necessary rigging hardware, etc. required to run the system and shall be provided by the sound contractor. The number of speakers will depend on the type of speaker and size of venue. A person familiar with the system shall be available for consultation during load-in, sound check, and performance. Artist shall have control of all sound in the staging and audience areas during load-in, set-up, performance, and load-out portions of the engagement, unless otherwise specified/agreed. Purchaser will provide an area for the front of house mix positions on the main floor (not in a balcony), no more than 30 meters / 100 feet from the front of the stage and as close to center as possible, with no obstructions of view between the riser and stage. The front of house mix position must be in front of the stage (not behind or at side of the stage).

The following must be supplied by Purchaser:

FOH Mixing console:

1. Avid profile, or
2. Yamaha CL5, or
3. Digico SD series

The stage and monitor system must be ready and wired as per Artist's input list by load in.

monitor mix: Purchaser to provide (1) friendly and competent sound engineer to operate on-stage monitor mixing all day. The system must have enough input channels, output mixes, and wedges to satisfy the Artist's input list and stage plot. At least (24) channel monitor mixing console providing at least (8) independent monitor mixes with separate 1/3 octave equalization on each mix. 1 reverb for monitors must be provided.

wedges: (9) Wedge monitors (never side fill or drum fill). The wedges should be as compact as possible (10" x 1", 12" x 1").

microphones:

- (6) SHURE SM 58s
- (6) SHURE BETA 57s
- (1) SHURE BETA 91
- (2) SHURE HH RFs
- (2) PENCIL CONDENSERS
- (2) ACTIVE DIs
- (5) straight mic stands with round base

The remaining microphones needed will be provided by Artist

23. technical specifications – stage

Purchaser shall arrange for a safe, well-braced, raised and level stage no less than 24' deep by 30' wide or 8m deep by 10m wide. Please provide (2) 8'x8' risers with black skirting for the drum kit and bass/guitar amps. Drum riser should be 12" high and bass/guitar riser should be 8" high. In festival changeover situations please provide (1) 8'x8x1' drum riser. Riser must be rolling and locking with black skirting. For outdoor events, stage must be covered. Please sweep the stage prior to Artist's arrival. Purchaser to provide stage with a black dress, a clean back drop (cyclorama preferred) and enough duvetyne to cover (4) medium size road cases used on the stage. After the rehearsal, stage crew must dress cables and sweep the stage again.

Artist shall have at least five hours use of the stage (which will include at least one hour for sound check) before the use of it by other acts and/or the opening of the house. Artist will have at least two hours to exit the engagement location (load-out). Purchaser shall provide Artist with unobstructed use of these areas. The stage, mix position and sound system and other items aside from the Artist's equipment must be set-up prior to load-in time.

24. technical specifications - backline

Purchaser shall arrange for and provide rental "backline" instruments per Artist specifications, as listed below, at no cost to Artist. Backline must be unloaded, set and placed on stage per Artist's stage plot prior to load-in.

pink martini backline gear rental list

No substitutions please—all gear/brand types are specific and necessary! Backline must be approved by Artist before day of show. All gear should be uncased and assembled on stage per stage plot prior to Artist load-in.

piano: Purchaser must provide a high quality grand piano. Artist prefers Steinway Model B (6' 10") or Model A (6' 2") acoustic baby grand piano. If Steinway pianos are not available, Artist will accept substitute pianos of comparable size and quality from the following makers only: Boston, Knabe, Bechstein, Bosendorfer, Mason & Hamlin, Falcone, Kawai, Baldwin or Yamaha. **Under no circumstances will an upright piano or a digital piano be accepted.** The piano must be tuned to A440, A441 or A442 and placed on stage prior to the Artist's load-in. The piano may be tuned after, but not during, the sound check.

drum kit: (Yamaha Maple Custom or Yamaha Recording Custom, no DW drums please):

- (1) Kick drum: 20"x16" (with hole in front head for microphone)
- (1) Rack tom: 12"x8"
- (1) Floor tom: 14"x14" (must be on legs as opposed to suspended)
- (1) Floor tom: 16"x16" (must be on legs as opposed to suspended)
- (2) Snare drums: 14"x5.5" or 14"x6" (Maple or Brass)
- (3) Drum thrones (Roc n Soc, Tama or equivalent)
- (2) Bass drum pedals with chain (Tama Iron Cobra, Pearl or Yamaha with a felt beater)
- (1) Drum rug: 6'x 8' with rubber backing
- (1) Pillow for bass drum

cymbals: (Zildjian K Constantinople preferred):

- (1) 20" Ride
- (2) 17" Crash
- (2) 16" Crash
- (1) Set of 14" Hi Hats (Top and Bottom)
- (2) 10-12" Splash
- (2) 17" Orchestral Crash cymbals

stands: (all hardware should be double braced Yamaha or Pearl, no DW hardware please):

- (2) Hi hat stands (3 leg model and 2 leg model if possible)
- (2) Snare stands
- (7) Boom cymbal stands

drum heads: (New or slightly used OK):

Bass Drum: Evans EQ4 or Powerstroke 3

Snares: Coated Ambassador Tops, Clear Ambassador "Snare Side" Bottoms

Toms: Coated Emperor Tops, Clear Ambassador Bottoms

additional percussion:

- (3) LP "Giovanni" Congas: diameters of: 11" quinto, 12" conga, 13" tumba
- (1) Contemporanea Brazilian Surdo Drum 16" x 20" with napa head
- (1) Meinl Fiberglass Shekere
- (1) Meinl Aluminium Darbuka or Doumbek Drum
- (1) LP Studio Series Chimes with striker
- (1) Set of LP "Tito Puente" Brass Timbales 14" and 15" with cowbell mounting post

The following items must fit on a standard 3/8" cowbell mounting post and are to be provided with the timbales:

- (1) LP Salsa Timbale Cowbell (Large) model ES-5 or equivalent
- (1) LP Salsa Cha Cha Cowbell (Small) model ES-2 or equivalent
- (1) LP Jam Block, Medium Pitch (Red) model LP1207 or equivalent
- (1) LP Jam Block, High Pitch (Blue) model LP1205 or equivalent
- (1) LP Jam Block, Highest Pitch (Orange) model LP1204 or equivalent

bass:

(1) Carved 3/4 (USA) size professional acoustic upright bass - 42 inch scale (measurement of strings, nut to bridge) with steel strings and adjustable bridge. Pick-up: Underwood Required.

Please provide French-style bow. "Jazz" set-up preferred.

New steel strings: Spirocore orchestral GAUGE. Must be set up 48 hours before the day of show. Absolutely no student models.

amps:

- (1) Bass amp: Aguilar Tonehammer (or equivalent) bass amplifier with cables
- (1) 4"x10" bass speaker cabinet
- (1) Guitar amp: Fender Twin '65 reissue/Blackface. Second choice: Roland Jazz Chorus
- (8) 1/4" instrument cables

other:

- (2) Clean, matching & sturdy barstools
- (8) Orchestra chairs (with flat seat and back, no armrest)
- (8) Music stands with lights
- (2) Percussion Tables (LP or Meinl)
- (1) Large Table for percussion (3' x 4')
- (4) Guitar stands (3 acoustic, 1 electric)
- (1) Plexiglass Acoustic Shield (Wenger or Manhasset)

Backline questions or concerns? Email Artist stage manager William Reischman at gorowill@gmail.com for clarifications. Please send proposed backline orders for approval before day of show.

25. sound check requirements

Artist shall receive a thorough sound check prior to the doors opening to the public at the venue. Artist requires three (3) hours for set up and up to sixty (60) minutes of exclusive time on the house sound system with the aid of the sound technician working the venue the day of the performance.

NOTE: If essential backline or sound check requirements are not complied with the Artist will not be able to perform a professional show, and reserves the right to cancel the Engagement, with the Purchaser liable to the Artist for the full guarantee specified for the Engagement

26. lighting requirements

A high-quality and professional lighting system to be provided by Purchaser. One friendly and competent operator should be available from the time of load-in through the performance. Artist shall have control of all lighting during load-in, set-up, performance and load-out portions of the engagement, unless specified otherwise.

lights to be provided:

(2) Follow spots (HMI 2500W)

Leko (or equivalent) Profile Spots (Ellipsoidal Reflector Spotlights) to cover twelve musician positions Adequate Front, Back, and Floor lighting to cover Artist stage plot. Artist prefers a full Black Curtain or Black Scrim as a backdrop as far upstage as possible

Clear communication necessary between backstage, lighting desk, and spot operators.

For any changes necessary due to in-house specs, please have house electrician contact Tour Manager to confirm house hang fits Artist needs.

27. venue personnel

Purchaser to provide (1) professional Backline Technician for set up through beginning of sound check and adequate (2 – 4) competent crew to aid Artist during the entirety of Artist's load-in and load-out. Artist will supply its own FOH soundperson, who will make all final decisions regarding sound.

accepted and agreed

In case of any conflict of terms, the terms contained within the contract and Artist's Rider shall prevail over all others. All terms of the contract and Artist rider are specifically accepted by the Purchaser unless they are waived by the Artist or their representative. Such waiver shall be effective only if initialed by the Artist or their Representative.

artist

purchaser

print name

print name

date

date

SYMPHONY PERFORMANCE ADDENDUM

artist librarian

Joy Fabos

503.548.3823

jcfabos@gmail.com

This Addendum covers the additional factors necessary for a Pink Martini performance with a Symphony Orchestra provided by the Purchaser. This addendum is made part and parcel of the attached performance agreement.

A. rehearsal

Presenter shall arrange for a rehearsal for the Artist with the Orchestra of at least two hours no earlier than 1pm on the day of the performance (to allow for Artist set up and sound check prior to rehearsal), unless a different start time is approved by Artist Management in writing. Rehearsal time to be listed on contract face. Rehearsal will follow any local union regulations regarding timing and breaks.

B. scores/charts

Artist's librarian shall provide Purchaser with a set list, and all scores and charts necessary for the performance, no less than 11 (eleven) days before the date of Artist's first rehearsal with symphony. Purchaser shall arrange for the shipping return of Artist's scores and charts within a week following the performance. Artist librarian can provide standard current instrumentation of Artist arrangements by request.