

SPAGHETTI CAKE'S®

"YOUNG PERSON'S GUIDE TO THE ROCK BAND"

TECHNICAL RIDER

Rider to contract dated \_\_\_\_\_ between \_\_\_\_\_ ("Purchaser") and Bodhi Productions ("Producer"), A LICENSEE OF Spaghetti Cake® ("Owner") in connection with the Live Performance of the production known as Spaghetti Cake's® Young Person's Guide to The Rock Band.

The following provisions shall be deemed incorporated in and part of the agreement to which this rider is attached. Purchaser must provide all provisions at its sole cost and expense. All items listed below are an integral part of the success of the performance.

1. REHEARSALS: Spaghetti Cake requires access to the performance space (stage) a minimum of one and one half (1 1/2) hours prior to the opening of the hall to the public the day of the concert. Spaghetti Cake requires to have sound and light technicians available during this time to prepare for the performance and the rehearsal needs.

2. TECHNICAL REQUIREMENTS: In the absence of special or stage lighting, Spaghetti Cake shall perform in available room lighting. In performance facilities equipped with special or stage lighting, the Presenter shall provide competent personnel to focus the lighting instruments and competent personnel to operate the lighting systems during the rehearsal(s) and the performance(s). The Presenter shall provide the sound equipment needed (unless otherwise indicated) and competent personnel to operate the sound equipment during rehearsal(s) and performance(s).

3. PERFORMANCE AREA AND/OR STAGE: The stage and back drop require a minimum level of space of 14' wide by 12' deep and 10' ceiling clearance. Please note that this is performing space ONLY! Additional area must be provided to accommodate audience.

a. STAGE COVERING: In the event of an outdoor performance, Purchaser agrees to supply at Purchaser's sole cost and expense a safe and sturdy covering for any stage area used in any outdoor engagement. Said covering should supply adequate protection from any weather condition (rain, sun, etc.) that may be harmful to producers staff or equipment that may occur during period beginning at 'Load-in' and ending at 'Load-out'.

b. SOUND BOARD AREA COVERING: In the event of an outdoor performance, Purchaser agrees to supply at purchaser's sole cost and expense a safe and sturdy overhead covering that is 10' wide by 10' deep by 8' high for the sound mixing site. The mixing site is located in the front of the house.

3. DIRECTIONS, PARKING AND LOADING ACCESS:

a. CLEAR AND CONCISE DIRECTIONS: must be provided to the site of the performance - including instructions for parking and specific location of venue office.

b. PARKING: Production tours with a minimum of four (4) vehicles - two oversized vans, and two cars. Reserved parking must be as close to performing site as possible. Parking fees incurred by producer's staff are the sole responsibility and the expense of the purchaser. Producer's staff must have vehicle access to the stage or performing area for loading out as they had for loading in.

c. **LOADING ACCESS:** The producer's staff must be able to bring vehicles right up to the performance area for "Load-in". Purchaser agrees to provide labor at its sole cost and expense consisting of two (2) loaders to assist with load-in and set up prior to the first performance and the striking and load-out after the final performance. Load-in and set-up time for show is approximately one hour from the time that the equipment has arrived at performing site. Purchaser's labor must report to the producer's stage manager at the moment he/she arrives on site (as designated in advance by producer's stage manager) for load-in and be ready to begin striking within 30 minutes after completion of the last performance. Striking set and load-out can be completed in approximately one (1) hour.

4. **ELECTRICITY:** Purchaser must provide electricity, at no cost or expense to the producer, in two areas, 1. No further than 20 feet from the stage or performing area. 2. No further than 20 feet from the sound mixing site. Each area must have two regular 110 outlet power sources. Producer will be responsible for the 20 feet of cable from its amplifier to the power source provided.

5. **DRESSING ROOMS:** One dressing room for Spaghetti Cake's exclusive use for a period of time commencing two hours prior to the scheduled performance time and ending one half hour after the completion of Spaghetti Cake's activities at the facility. The dressing rooms shall be located conveniently to the performance area. The dressing room shall be clean, comfortably heated when necessary, ventilated, private with access to a private restroom and secure.

a. A person familiar with the performance facility shall be present at Spaghetti Cake's arrival to act as a guide to the facilities dressing rooms, restrooms and performance space.

b. The dressing room to be supplied with: six chairs, two gallons of drinking water, orange juice, and cold soft drinks (some diet). If rehearsal(s) and performance(s) are on the same day and less than two hours apart, we request that healthy light snacks and / or sandwiches be provided.

c. Area must be large enough to store Spaghetti Cake's equipment between rehearsal and performance as needed and be securable in some fashion either by lock or guard while producer and staff are on the stage or out of the room.

5. **UNION REQUIREMENT:** Purchaser will be solely responsible for any union requirements for labor, musicians, or any other such requirement including any dues or other union fees.

6. **COMPLIMENTARY TICKETS:** If this is a ticketed event, Producer requires (20) complimentary tickets per show.

7. **PROMOTIONAL SUPPORT:**

a. **INTERVIEWS** Artist(s) is/are available for phone interviews with local press and radio shows prior to the concert date and in-person interviews surrounding the event. Purchaser agrees that he will not commit Producer or Producer's staff to any personal appearances or other promotion without prior written consent of Producer.

b. **PRODUCT:** A limited number of Spaghetti Cake CD's are available for radio promotion prior to the event.

8. **INSURANCE:** If Purchaser requires band members to contact public with photo sessions, "Meet & Greet" or any other such situation where the band members come in contact with the public, Purchaser will include Producer, Owner and Producer's staff as additional insured on their public liability policy and will hold Producer, Owner and Producer's staff harmless from and against any action or claim that is the result of any such appearance.

9. BILLING & PUBLICITY: Spaghetti Cake is to appear by itself and not as part of any other show or character appearance. Show to have 100% type size billing in sign age, print and advertising as follows:

100% Spaghetti Cake Presents: "The Young Person's Guide to the Rock Band"

10. COPYRIGHTS & TRADEMARKS: Purchaser understands that the rights in and to Spaghetti Cake®, including world wide copyrights and trademarks belong solely and exclusively to their owner. Purchaser further recognizes the great value of the publicity and good will associated with Spaghetti Cake® and acknowledges that such good will belongs exclusively to the owner. Purchaser hereby agrees that it shall not at any time acquire any rights in and to Spaghetti Cake's® "Young Person's Guide to the Rock Band" by virtue of any use it may make of Spaghetti Cake®.

All print advertising must display the following notices:

©2002 Glen Nelson and Susan Birk

Spaghetti Cake® and logos are trademarks of Bodhi Productions

All rights reserved.

11. MUSIC LICENSES: Purchaser warrants and represents that it has obtained all necessary music public performance licenses from ASCAP, BMI, and SESAC that are required in connection with Spaghetti Cake's® performance in pursuant to this agreement.

12. MERCHANDISE: One table measuring three by eight and two chairs shall be available in the hall's lobby for Spaghetti Cake's display at least three hours before performance time.

13. TRAVEL ARRANGEMENTS:

a. HOTEL ROOMS: Purchaser must provide four (4) hotel rooms. Hotel must be booked and confirmed to the producer at least eight (8) weeks in advance of performance date or PRODUCER will make arrangements for accommodations, which will be reimbursed by the PURCHASER at a rate of five hundred (\$500.00) dollars per evening to be paid to PRODUCER prior to the first performance. Reimbursement for rooms to be made to Producer's stage Manager on the first performance day.

b. AIR: Purchaser will handle booking and buying all flight arrangements based on the performance schedule.

c. LOCAL TRANSPORTATION: Purchaser agrees to provide all of the artist's local transportation needs. This includes to and from the airport, hotel sound check and performance (A van or vehicle(s) with storage capacity and room for all six band members).

14. TAXES: NO Federal, State, Local or other taxes are to be deducted from the contract amount without the express written permission of the Producer or Owner.

15. RE-SALE OF ARTIST: Re-sale of this contract is forbidden.

16. NON-CANCELATION: Purchaser understands this engagement is on a guaranteed basis and that Purchaser agrees to pay the full contract amount specified herein, subject to cancellation due to force majeure.

If any conditions outlined in this rider cannot be met, please contact Spaghetti Cake directly.

UNDERSTOOD AND AGREED:

Signature of Purchaser: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Any change, modification, waiver, or amendment to this contract rider must be in writing and signed by both parties.

Please direct all RIDER / CONTRACT questions to:

TAMARA CONNORS BRENNAN tel 860.485.0496

Please direct all TECHNICAL / PRODUCTION / GRAPHICS questions to:

GLEN NELSON tel 860.567.3040