

First Reading: February 6, 2014  
Second Reading: dispensed

RESOLUTION 2014- 14

**A RESOLUTION AUTHORIZING A CONTRACT WITH E.S.I AGENCY FOR THE PERFORMANCE OF THE GUESS WHO, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees is desirous of providing for entertainment at the 2014 Festival in Sycamore;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The attached contract with E.S.I Agency for the performance of the Guess Who at the 2014 Festival in Sycamore is hereby approved and the Acting Township Administrator or the Township Parks Director is hereby authorized to execute the contract on behalf of the Board of Trustees.

**SECTION 2.** The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.


**SECTION 3.** This resolution shall take effect immediately.

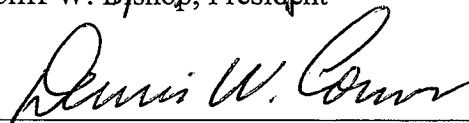
**SECTION 4.** Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for approval of the contract in order to confirm and commit the entertainment on the date provided in the contract.

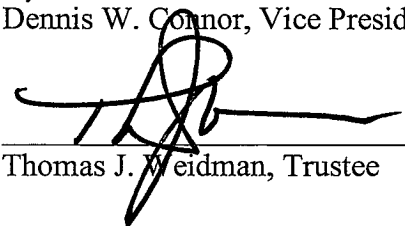
**VOTE RECORD:**

Mr. Bishop Aye Mr. Connor Aye Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 6<sup>th</sup> day of February, 2014.

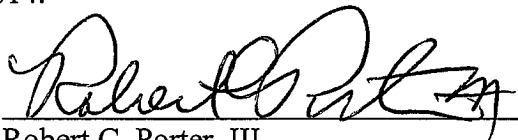
  
\_\_\_\_\_  
Cliff W. Bishop, President

  
\_\_\_\_\_  
Dennis W. Connor, Vice President

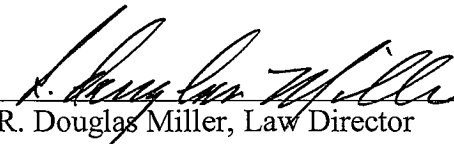
  
\_\_\_\_\_  
Thomas J. Weidman, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 6<sup>th</sup> day of February, 2014.

  
\_\_\_\_\_  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
R. Douglas Miller, Law Director



entertainment services international, inc.

This contract (herein referred to as the Agreement) for the personal services of musicians on the Engagement described below is made this 24th day of January 2014, by and between KALPET LP f/s/o The Guess Who (herein referred to as ARTIST) and Sycamore Township ~~Committee~~ Trustees (herein referred to as PURCHASER).

1. **TRUSTEES**  
Special terms:
  - a) Wherever the term "The Local Union" is used within this contract, it shall mean Local Union No. 1 of The Federation;
  - b) Wherever the term "adequate" is used within this contract, it shall be interpreted to mean acceptable to ARTIST, as determined by the sole judgment of the ARTIST;
  - c) Wherever the term "Force Majeure event" is used within this contract, it shall include a venue accident, a venue interruption, or failure as related to the venue, inclement weather, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond the control of the ARTIST.
2. Event Name: 22<sup>nd</sup> Annual Festival in Sycamore
3. Date of the Engagement: July 12 (Saturday), 2014
4. Venue of Engagement: Bechtold Park  
Physical Address: 4312 Sycamore Road  
**CINCINNATI** ~~Dillonvale~~, OH
- Advance: Mike McKeown  
Phone: (513) 791-8447 (513) 702-8010  
email: mmckeown@sycamoretownship.org
5. Performance Length: one show, approximately seventy-five (75) minutes in duration.  
Performance Time: Approximately 9:30PM  
**TECHNICAL & PRODUCTION**  
**RICK WARNER**  
**859-442-1392**  
**RICK@RWAI.COM**
6. Full Price Agreed Upon: \$30,000.00 (thirty thousand dollars) flat guarantee.  
All payments shall be made by PURCHASER as follows (there shall be no deductions from payments unless required by law):
  - a) \$15,000.00 shall be paid to and in the name of E.S.I. Client Trust, by company check, cashier's check, money order, or bank transfer with return of signed contract to ARTIST.
  - b) \$15,000.00 shall be paid to ARTIST, upon demand of ARTIST, prior to performance on day of show in the form of cash or cashier's check made payable to KALPET LP.
7. PURCHASER must disclose any taxes (state, local or otherwise), bonds or any other such levies that are applicable to this Agreement by written notice on this document prior to signing herewith. The terms of this Agreement were negotiated based upon the understanding that there are to be no deductions from the full price agreed upon. Therefore failure to disclose will result in consideration being paid to ARTIST by PURCHASER in an amount equal to that which was deducted, or ARTIST will not perform and PURCHASER shall be liable to ARTIST for the full price herein.
8. PURCHASER to provide and PURCHASER to pay for adequate Sound System and Stage Lighting.
9. Special Provisions:
  - a) PURCHASER to provide, as is adequate for ARTIST'S use and at PURCHASER'S sole expense: ARTIST'S rider requirements and all backline equipment as attached hereto; local ground transportation to and from airport, venue, and hotel at times that the ARTIST shall designate; and nine (9) single hotel rooms for one (1) night.
  - b) One hundred (100%) percent of ARTIST merchandise sales to ARTIST, ARTIST sells.
  - c) ARTIST agrees to a 30 person "Meet & Greet" session at a mutually agreeable time and place.
10. Venue Capacity: 10,000 people.
11. Scale of Admission: Free and open to the general public.
12. Gross Potential: N/A Tax: N/A Net Potential: N/A
13. Billing: 100% headline, top line on all advertising, and close the show.
14. Other Acts on show: local opening acts TBA **LOCAL OPENERS AMBROSIA**
15. If ARTIST is headlining this Engagement, all support talent is subject to ARTIST'S approval.
16. Should a Force Majeure event render performance impossible or not feasible, ARTIST shall nevertheless be paid full compensation as provided herein and artist shall have no further obligation; provided that ARTIST is at the Engagement, in a time frame relating to the Engagement, and is ready and willing to perform.
17. The occurrence of a Force Majeure event shall not relieve PURCHASER of its obligations hereunder.
18. Should inclement weather render the performance unsafe, at the sole judgment of ARTIST, ARTIST reserves the right to refuse to perform and ARTIST shall be compensated in full as contained herein with no further obligations whatsoever.
19. If prior to this Engagement it is discovered that PURCHASER has either not fully performed its obligations under any other prior agreement with any party and/or that the financial credit of PURCHASER has been impaired, ARTIST reserves the right to require one hundred (100%) percent of the agreed upon price paid to ARTIST prior to ARTIST traveling to the Engagement herein.
20. In the event that PURCHASER does not perform fully, all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder, and in either event, PURCHASER shall be liable to ARTIST for damages in addition to the full compensation provided herein. Furthermore, ARTIST'S agent shall release, to ARTIST, any deposit monies previously paid by PURCHASER.

AND SHALL RETURN ALL FUNDS PAID. B3

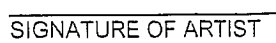
- 21. If ARTIST is called to perform in a recording studio, or in connection with a television program or on a national tour, PURCHASER agrees that ARTIST may void this Agreement by giving PURCHASER written notice of such, postmarked not later than thirty (30) days prior to the commencement date of the Engagement herein.
- 22. This Agreement for the ARTIST to perform is subject to proven detention by sickness, illness, physical incapacity, transportation delays, or other similar condition; in the event of such an occurrence any deposit monies paid by PURCHASER to ARTIST shall be immediately returned to PURCHASER and ARTIST shall bear no liability or further obligation.
- 23. ~~Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in Minneapolis, Minnesota, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in the Courts of Hennepin County, in Minnesota.~~ Subject to the Rules of the American Arbitration Association, purchaser agrees to pay ARTIST'S and Entertainment Services International, Inc.'s reasonable attorney's fees and costs with any proceeding initiated under this Agreement. B3
- 24. PURCHASER hereby authorizes Entertainment Services International, Inc., acting as trustee of E.S.I Client Trust, to release directly to ARTIST or any travel agency as directed by ARTIST, any deposit monies paid to E.S.I. Client Trust, as contained herein. Furthermore, PURCHASER and ARTIST agree that Entertainment Services International, Inc. and E.S.I. Client Trust shall have no responsibility whatsoever for said monies once released.
- 25. If there is any deposit due from the PURCHASER and it is not received by the due date as contained herein, or a timely manner if no due date is listed, then ARTIST at its sole discretion, reserves the right to require an adjustment in the compensation from the PURCHASER to cover additional expenses incurred by the ARTIST arising from verifiable price increases in the cost of the ARTIST'S air transportation from the time the deposit was due until the time the deposit was received
- 26. In the event ARTIST is re-booked into any establishment or event represented, owned or controlled by PURCHASER, within eighteen (18) months of the termination of this Agreement, Entertainment Services International, Inc. shall be paid a commission at the same rate as is due Entertainment Services International, Inc. for this Agreement. ARTIST and PURCHASER agree to be jointly and severally liable for payment of said commissions. B3
- 27. No promises, claims or guarantees have been made other than as contained herein. Entertainment Services International, Inc. is not a party to this Agreement and ARTIST and PURCHASER both agree to indemnify, hold harmless and defend Entertainment Services International, Inc. from any and all claims arising out of or relating to this Agreement or breach thereof.
- 28. It is acknowledged and agreed that Entertainment Services International, Inc., is acting herein and hereunder as agent for ARTIST and Entertainment Services International, Inc., is not and will not be held responsible for any act of commission or omission on the part of either ARTIST or PURCHASER in implementation of the foregoing acknowledgement and Agreement, and for the benefit of Entertainment Services International, Inc. It is agreed that neither PURCHASER nor ARTIST will name or join Entertainment Services International, Inc., as a party in any civil action, suit or other court proceeding arising out of, in connection with or related to any acts of commission or omission by either PURCHASER or ARTIST.
- 29. The terms and provisions of this Agreement, along with ARTIST'S rider, shall be considered to be part of one and the same contract. Should any terms and/or provisions contained within the engagement portion of this Agreement conflict with terms and/or provisions contained in ARTIST'S rider, the terms and/or provisions contained within the engagement portion of this Agreement shall prevail.
- 30. This Agreement, and ARTIST'S rider attached hereto, constitutes the entire understanding between the parties. If any provision of this Agreement is found to be invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
- 31. Commencement of Engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by the PURCHASER.
- 32. If an executed copy of this Agreement in not received by ARTIST within thirty (30) days of the issue date, then ARTIST shall assume that PURCHASER is in agreement hereof and shall act in reliance thereon.
- 33. The person signing this Agreement states that he/she is of at least eighteen (18) years of age, of legal and mental capacity to enter into this Agreement with ARTIST, and has the authority to bind the contracting entity "PURCHASER" to this Agreement.

PURCHASER: Sycamore Township Commissioners TRUSTEES B3  
Mike McKeown

ARTIST: KALPET LP f/s/o The Guess Who

  
SIGNATURE OF PURCHASER  
ADDRESS:  
Sycamore Township  
8540 Kenwood Road  
Cincinnati, OH 45236  
PHONE: (513) 791-8447

2-5-14  
DATE

  
SIGNATURE OF ARTIST DATE  
ARTIST TAX I.D. #20-2464785  
c/o Entertainment Services International, Inc.  
6400 Pleasant Park Drive  
Chanhassen, MN 55317  
PHONE: (952) 470-9000 • FAX: (952) 474-4449



**FAILURE TO COMPLY WITH THE FOLLOWING,  
COULD RESULT IN LEGAL JEOPARDY!**

IT IS IMPERATIVE THAT ONLY PROMOTIONAL MATERIALS OBTAINED DIRECTLY FROM ARTIST OR ARTIST'S AGENCY BE USED WHEN ADVERTISING **THE GUESS WHO**. THESE ARE THE ONLY TWO SOURCES FOR APPROVED PROMOTIONAL MATERIAL FOR **THE GUESS WHO**; NO OTHER BIOGRAPHY, PHOTOGRAPHS, MUSIC OR VIDEO ARE AUTHORIZED FOR ANY USE IN PROMOTING **THE GUESS WHO** WHATSOEVER.

APPROVED PUBLICITY MATERIALS SHALL BE OBTAINED BY CONTACTING JASON ENGSTROM BY EMAIL AT:

Jason@esientertainment.com

OR BY PHONE:

(952) 470-9000

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT THIS OFFICE IMMEDIATELY.

THANK YOU.



Entertainment Services International, Inc.

6400 Pleasant Park Drive  
Chanhassen MN 55317 USA

Phone (952) 470-9000 Fax (952) 474-4449  
E-mail: randy@esientertainment.com



The most current version of this document may be obtained at: [www.TheGuessWho.com/info](http://www.TheGuessWho.com/info) . Please check for a new version before signing or distributing this document to event staff, because it may contain changes that are critical. The document version may be identified by the release date in the footer of each page.

## 1. Tour or Technical Inquiry Contacts

The Purchaser and the Purchaser's sub-contractors shall not rely on one way voicemail or email for notification/communication of information. Two-way communication is required, with confirmations back to the Artist's Representatives, to ensure the information connects.

Scheduling, Logistics and Tour Inquiries may be made to:

Leonard Shaw (Tour Manager)  
Home: (204) 339-6107  
Cell: (336) 681-1881  
Fax: (204) 339-8467  
[Lewsh53@gmail.com](mailto:Lewsh53@gmail.com)

Technical Inquiries regarding the Rider information may be made to:

Gary Koshinsky (Production Manager)  
Cell: (336) 681-1868  
Tel: (204) 774-1818  
[awok61@gmail.com](mailto:awok61@gmail.com)

Contact the Agent if you are unable to reach the Tour or Production Manager.

Contract Inquiries – Agent below:

Randy Erwin (ESI)  
Tel: 952-470-9000  
Cell: 612-810-9000  
Fax: 952-474-4449  
Email: [randy@esientertainment.com](mailto:randy@esientertainment.com)

Entertainment Services International (ESI)  
6400 Pleasant Park Drive  
Chanhassen, Minnesota 55317  
USA

For publicity materials and interview requests please contact:

Jason Engstrom (ESI)  
Tel: 952-470-9000  
Fax: 952-474-4449  
Email: [jason@esientertainment.com](mailto:jason@esientertainment.com)



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**2. The Guess Who Performance Rider - Acceptance**

ESI Contract #:	
Purchaser:	
Date:	

This Rider (Parts A and B) are attached to and made part of the ESI Contract above between the Purchaser and KALPET LP furnishing the services of (f/s/o) The Guess Who (hereinafter referred to as Artist).

All terms and provisions in this rider, and the contract to which it is attached, are part of one and the same contract, and referred to herein as the "contract"

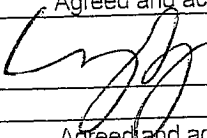
Any and all requirements expressed herein will be fulfilled by the Purchaser at no cost to the Artist. Nothing in this contract or rider may be deleted or altered without expressed written consent from the Artist.

Contact the Agent representing the Artist if you have any questions regarding this rider as follows:

Entertainment Services International (ESI)  
 6400 Pleasant Park Drive  
 Chanhassen, Minnesota 55317  
 USA

Randy Erwin  
 Tel: 952-470-9000  
 Cell: 612-810-9000  
 Fax: 952-474-4449  
 Email: [randy@esientertainment.com](mailto:randy@esientertainment.com)

If all the terms and conditions as stated herein meet with your approval, please signify your acceptance by signing in the appropriate space provided below:

Purchaser:	Agreed and accepted by:	Date
		2-14-12
Artist:	Agreed and accepted by:	Date





### 3. General Provisions

#### 3.1. Billing

Artist shall receive sole headlining billing and 100% size type, in all advertising and publicity, including, - but not limited to - billboards, marquees, newspapers, trade ads, fliers, posters, radio and television spots. Unless otherwise agreed to in writing by the Artist. The "Artist's logo", when used, must remain intact.

#### 3.2. Payment in the Occurrence of a Force Majeure Event

Should a Force Majeure event render performance impossible or not feasible, ARTIST shall nevertheless be paid full compensation as provided herein and artist shall have no further obligation; provided that ARTIST is at the engagement, in a time frame relating to the engagement, and is ready and willing to perform. In such an instance, Purchaser agrees that any and all monies held by any and all third parties, in escrow or otherwise, as payment to Artist shall be released to Artist as if the engagement(s) were completed and this paragraph shall be deemed as authorization to any such third party (such as Artist's booking Agent) to release such monies to Artist

Wherever the term "Force Majeure event" is used within this contract, it shall include, but not be limited to, a venue accident, a venue interruption, or failure as related to the venue, inclement weather, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, acts of terrorism, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the control of the ARTIST.

#### 3.3. Postponement / Cancellation

Artist may postpone or cancel this contract and the services to be rendered there under, at the Artist's sole discretion, by giving forty-five days prior written notice to the Purchaser, in the event that said engagement would conflict with the preparation for, or rehearsal of, a performance in a television series, television special, video taping, motion picture, or stage production, or the production of a recording in which the Artist may be contractually involved in the event Artist effects a postponement, said engagement shall be played on a mutually agreeable date within one year, after completion of the conflicting engagement.

#### 3.4. Tickets - (in the case of contracts with gate commissions)

~~Purchaser agrees to provide verification of all sales systems and procedure, upon request, as well as a complete manifest of all reasonable costs pertaining to the engagement. Purchaser agrees to allow an inspection of the box office procedure by the Artist's representative, and display the house starting ticket number, or a ticket service printout. Also, Purchaser will provide, the "deadwood" count, guest-lists, and/or "giveaway" lists. Only pre-approved guest lists, backstage passes, or media "comps" will not be counted into contract arrangements, all other tickets shall be considered sold. 72 hours notice by direct phone conversation to Artists booking Agent is expected, when Purchaser has concern to change the ticket price or show-time. Should the admission price on the day of performance not agree with the face of the contract, (increase), Purchaser will forfeit the difference.~~

#### 3.5. Complimentary Tickets and Passes

- ~~a) 25 complimentary tickets, for good seats, will be provided for Artist's use (guests) for each performance. Artist's representative will release all unused tickets to the box office, prior to opening of doors. The Artist may request backstage access for some of these guests, which will be resolved in advance of the show.~~
- b) All guest lists, backstage passes, or media "comps", are subject to final approval by the Artist's representative.



### 3.6. Restrictions on Advertising Promotional Materials

- a) Failure to comply with this section could result in legal jeopardy! It is imperative that only promotional materials provided by the Artist's Agent be used when advertising the Artist. No other biography, photographs, music or video are authorized for any use whatsoever. Other approved publicity materials may be downloaded from the Artist's official web site at this link: <http://www.theguesswho.com/media>
- b) Purchaser shall be responsible to see that any and all advertising and publicity of Artist for this engagement (whether in print, video, audio, or internet) shall be approved by Artist's Agent prior to being released to the general public.

### 3.7. Artist Carrying Backline - Contingency

The purchaser pays for the backline equipment rental. In special circumstances, such as a regional bus tour, the Artist may elect to carry some or all backline equipment in order to improve consistency of the performance. The Artist will advise the Purchaser of this contingency in advance and the Purchaser agrees to pay the Artist's backline company typical industry rates for the rental of the backline equipment.

### 3.8. Merchandise

- c) The Purchaser shall not manufacture any product or artifacts, (t-shirts, buttons, pictures, posters, hats, pins, jackets, etc.), using "The Guess Who" name, logo, or likeness of Artist for the purpose of sale or promotional giveaway, without the written consent of the Artist. In the event such sales are made, the Artist shall receive 100% of the proceeds from these sales, and Purchaser may be subject to trademark infringement law.
- d) The Artist shall have the sole and exclusive right to sell items that contain or bear material copyrighted or licensed to the Artist or use "The Guess Who" name, logo, or likeness at or about the venue on the day of the engagement, prior to, during, and after each performance by Artist. Items may include, but are not limited to; wearing apparel, photographs, posters, buttons, pins, hats, audio cassettes, CDs, DVDs, stickers, programs, or other items of merchandise.
- e) The Purchaser shall provide a minimum of one competent seller for each point of sale, to vend the Artist's merchandise. There will be no cost to the Artist for the sellers, if a venue or vendor commission fee is to be paid from the gross proceeds of the Artist's merchandise hereunder.
- f) Any commissions related to the sales of merchandise shall be stipulated in writing by the Purchaser and agreed to well in advance by the Artist. Purchaser further agrees to use the best efforts to obtain the lowest possible hall and vendor fees payable to the venue for the sale of Artist's merchandise.
- g) Purchaser shall provide an adequate space for the Artists designee to vend such material, allotting a suitable and lit area in line with the in/out customer traffic or adjacent to the stage.



**4. Performance**

**4.1. Artistic control of performance**

Artistic control of Artist's performance, shall be solely vested with the Artist, with regard to material, accompaniment, wardrobe, lighting, staging, sound system, background music, and duration of Artists performance. Artist has the right to change any of the performance personnel of The Guess Who, at any time and any such change shall have no affect upon this agreement whatsoever.

The Artistic control of the performance extends from 30 minutes prior to the Artist beginning the first song of the concert, until 10 minutes after the Artist has left the stage on completion of the last song.

**4.1.1. Event Sponsors and Advertising Materials**

- a) Banners or signs of any kind shall not be located anywhere in the Artist's performing area during the performance.
- b) No videos, audio segments, graphics signs, etc. . . will be played or operating within the defined time of Artistic control unless there is prior written consent from the Artist's representative.
- c) Required event speeches, or any other address to the audience, shall be limited to less than 3 minutes within Artistic Control time frame, and must be completed at least 10 minutes before show time.
- d) The Artist shall be advised in advance if there is a Radio, TV or other event person that intends to introduce the Artist, in order to ensure proper coordination.

**4.2. Duration of Artist's performance**

The duration of the performance will be without intermission and approximately seventy-five minutes in length, unless otherwise agreed to in writing, and indicated upon the face of Artist's contract copy. Purchaser should discuss the performance schedule and show length, when discussing the initial contract, with the Artist's booking Agent, and confirm this again with the Artist representative, during the advance **seventy-two hours notice by direct phone conversation to Artist's booking Agent is expected, when Purchaser has concern to change the show start time or length of performance.** Under no condition will a situation, by Purchaser or his representative be permitted that would cause the Artist to cut or alter show.

**4.3. Ordinances or Restrictions of any type**

Purchaser will provide written notice to the Artist or Artist's representative of any building policy, curfew, local ordinance, or any other restriction, before the initial contract is agreed to.

**4.4. No supporting act**

No supporting act, such as a performing Artist or group(s), master of ceremonies, disk jockey, announcer, or any other type of entertainer or personality shall perform at the engagement without advance approval from Artist or Artist's representative.

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 1. LOCAL OPENER  
 2. AMBROSIA  
 3. GUESS WHO

**4.5. Audio and Video Broadcasting and photography**

Closed circuit live video display to the audience is acceptable, and when this occurs, the Purchaser will ensure a master high quality digital recording of the video and audio is provided to the Artist, immediately after the performance. The Purchaser will insure there is no other recording of audio or video recorded or copied, and the replica of the performance will not be broadcast or displayed in any way without the prior written agreement with the Artist. This also applies to photography. The purchaser will ensure the artist is provided the original quality of all recordings or photography and the artist is granted the right to use the material without restriction.

**4.6. Stage Access**

Stage access is strictly limited to the Artist and Artist's crew, sound and lighting company personnel, stage hands, loaders or others as designated by the Artist.

**4.7. Security Personnel**

General



The Purchaser is expected to coordinate and adjust the security arrangements to suit the conditions of the venue to ensure the safety and comfort of the Artist. As a minimum, the Purchaser will have security in place to ensure only authorized appropriate individuals are granted access to areas such as the stage, backstage, crew positions, dressing room, loading dock, parking area, or any other area occupied by the Artist or equipment.

Adequate Security is required during all aspects of the engagement including the setup as well as before, during and after the performance.

**Passing near/through crowd or autograph sessions** - If situation should arise where the Artist should be forced to pass near or through the audience, an adequate security force will provide escort. This is the case in the event that the Artist is signing autographs after the performance. Security shall be provided to escort the Artist to the location, and ensure an organized line is formed with stanchions prior to the Artist's arrival. Security shall be in immediately close attendance at all times during the signing session, and escort the Artist back to the secure area/dressing room.

#### **4.8. Dressing Rooms**

Purchaser shall provide a minimum of 1 properly maintained, clean, adequately ventilated air-conditioned in the summer, or heated in the winter, well lit dressing room, for the exclusive use of the Artist and crew. The dressing room must be made available from load-in, until the departure of the last crew member.

- a) This room must have a secure lock and key.
- b) There will be comfortable seating provided for a minimum of 10 people with adequate space for guitars, luggage/clothing, table space for catering and general access for the Artist.
- c) A clean private lavatory facility, not shared with the public.
- d) Mirrors, towels, soap, hot and cold running water and power outlets within the dressing room, or lavatory are required.
- e) The dressing room must be accessible without passing through the general public, and accessible to the stage and exits without passing through the audience area.
- f) The dressing room door shall be labeled "The Guess Who".

#### **4.9. Stage and Venue Climate Control**

The purchaser shall ensure all heating, ventilation and air-conditioning equipment is operating up to local building codes to ensure the comfort of the audience and the Artist.

The Purchaser shall provide adequate direct cooling fans to keep the Artist cool under the heat of the lights, or for outdoor shows in summer weather.

Outdoor shows in cold or hot weather require special considerations and planning to ensure instruments stay in tune, or the performance will be ruined. Please review these details with the Production Manager in advance of the show date.



## 5. Catering

### 5.1. General

The Purchaser will provide for beverages and meals for the Artist (crew and band) while the Artist is at the venue. Specifics vary based on the schedule and facility. The Purchaser will discuss with the tour manager to determine the most favorable scenario. Examples of typical catering arrangements are outlined below.

#### 5.1.1. Catering during Setup

The Purchaser will provide water, fruit juice and coffee for the Artist's crew during setup. A meal shall be provided when a setup extends through a meal time.

#### 5.1.2. Meals

The Purchaser will provide a complete balanced meal for 9 people, with a vegetarian option preferred for 1. The meal is typically required after sound check, 4 hours prior to show time.

Meal Buy-out - In the case that the Purchaser can not make arrangements for the Artist's dinner meal requirements on site, the Artist's representative is paid \$225.00 as a meal buy-out. **BUYOUT** *B*

#### 5.1.3. Dressing room catering and Stage Items

The Purchaser will ensure the Artist is provided dressing room catering presented in an appealing manner. Catering is to be cool and covered, to keep the food fresh and beverages cold. Perishable items are to be kept refrigerated. Other items are to be put out no less than 1 hour before show time. Dressing room catering shall be left out until the band and crew have left the premises.

#### Stage Items - Required

- a) 8 clean hand towels.
- b) 24 bottles of spring water delivered to the stage (No reverse osmosis water, ie. No Dasani).

#### Dressing Room - Suggested Items

##### Miscellaneous

- a) 2 bottles of Germ-X Hand Sanitizer (8 Ounce, Clear, unscented).
- b) Plastic drinking cups.
- c) Trident or Extra gum.
- d) 6 clean hand towels.

##### Beverages

- a) 24 bottles of spring water (No reverse osmosis water, ie. No Dasani).
- b) Vitamin Water or Aquafina Plus+ (Assorted Flavors).
- c) Assorted fruit juice, cranberry, apple, orange, grapefruit, pineapple.
- d) Misc Soft Drinks such as: Diet Pepsi, Dr. Pepper, Pepsi.
- e) 6 cans of Red Bull.
- f) 6 bottles of plain Perrier water.
- g) 6 bottles of lemon Perrier water.
- h) Coffee w/creamers & sugar and insulated cups w/lids.

##### Food

- a) Assorted fresh fruit tray.
- b) Assorted fresh vegetable tray.
- c) Assorted cheese and cracker tray.
- d) Meat & bread tray (or sandwiches) plus condiments, post performance.
- e) European Chocolate Truffles (i.e. Ferrero Rocher, Lindt).



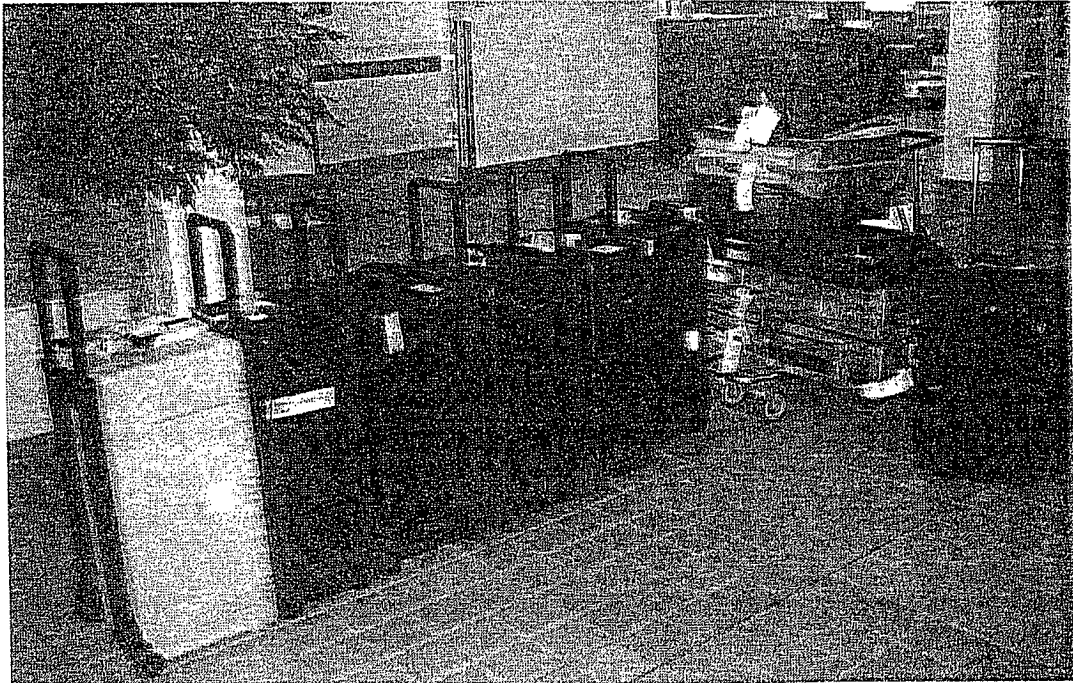
## 6. Ground Transportation

Purchaser shall provide ground transportation for Artist's equipment and personnel, between airport, hotel, and venue, as well as other needs the Artist designates. Vehicles shall be: a) clean; b) in fully operational condition, including heat and air conditioning; c) fully insured; d) operated by licensed, professional drivers with good knowledge of the areas of transport; e) with all safety equipment; and f) with comfortable seating. Beverages in the vehicle, such as ice chilled water, are appreciated.

Transportation generally involves different arrival and departure times for a total of 7-9 people and 20-25 pieces of equipment and luggage. The equipment weights 1,000 lbs and requires a cargo space of about 8' x 4'. There are many different ways to achieve this. Purchaser shall discuss these details with the tour manager in advance.

See the page that follows for a typical transportation schedule/outline. Purchaser shall discuss the requisite transportation schedule with the tour manager in advance to ensure all aspects are covered.

Note: This is an example of about 80% of the total equipment/luggage.



**6.1. Typical Transport schedule (Example)**

Details will vary, but this is an example of typical transportation schedule requirements.

<b>Arrival Day – Airport pickup – typically 1 day in advance of show</b>	<b>Pickup To Destination</b>	<b>Person Airport pickup Time</b>
a) Band/Crew (5-7 people) and 15 pieces of luggage and equipment : some large and heavy.	Airport People & Luggage to Hotel. Equip. to Venue, if possible.	Leonard Shaw
b) Band (1 person) with luggage.	Airport to Hotel	Garry Peterson
c) Band (1) with luggage.	Airport to Hotel	Derek Sharp

<b>Show Day – runs to and from Hotel and Venue</b>	<b>Pickup to Destination</b>	<b>Person/Airport pickup Time</b>
d) Crew (2) with equipment – 12-15 pieces large and heavy.	Hotel to Venue	Gary Koshinsky
e) Band (5) to sound check & dinner.	Hotel to Venue	Leonard Shaw
f) Band (4) return to hotel after sound check	Venue to Hotel	Garry Peterson
g) Tour Manager/Crew (1-3) return to hotel after sound check merchandise count-in.	Venue to Hotel	Leonard Shaw
h) Band (4-7) pick up for show & pre-show meet & greet.	Venue to Hotel	Garry Peterson
i) Venue - Band (4) return to hotel after show & post show autographs.	Hotel to Venue	Garry Peterson
j) Venue - Crew & tour manger (3-5) with equipment (12-15 pieces large and heavy) return to hotel. If possible, equip. to stay in vehicle overnight (secure).	Hotel to Venue	Gary Koshinsky

<b>Departure Day – Hotel pickup</b>	<b>Pickup To Destination</b>	<b>Person Airport pickup Time</b>
k) Band/Crew (5-7 people) with 15 pieces of luggage and equipment : some large and heavy.	Hotel To Airport	Leonard Shaw
l) Band (1 person) with luggage.	Hotel To Airport	Garry Peterson
m) Band (1) with luggage.	Hotel To Airport	Derek Sharp



## 7. Hotel Accommodations – 2 Nights

The Artist requires 3 suites and 6 single rooms for 2 nights, which the Purchaser shall provide and pay for in advance, reserved for the day before the Artist's performance and the day of the Artist's performance, with a late check out (1:00 pm) the day after performance. Purchaser is expected to inform Artist's representatives, at least 2 weeks prior, as to the location of this hotel, and provide directions if needed.

The Purchaser will ensure the rooms are ready for occupancy by Artist at the time of Artist's arrival at Hotel. Copies of a room list with personnel names and room numbers will be provided to each of the Artist Personnel, at the time the Artist arrives.

### 7.1. Hotel Requirements

While the need to be economical is respected, the selection of hotel to be provided is of equal importance in order to maintain a minimum standard of living while on the road. Therefore, it is requested that the recognized hotel industry rating be not less than a three and one half star quality, and of higher quality whenever practically possible, with the following amenities:

- In room Internet connections at no-additional-charge.
- Work out facility and pool.
- On premise restaurant and 24 hour room service.
- Elevator access or ground floor rooms.

Any of the following national hotel chain names are preferred, and close proximity to the venue is also of importance:

- Hard Rock Café Hotel
- Courtyard by Marriott
- Double Tree
- Embassy Suites
- Fairfield
- Four Points
- Hampton Inns
- Hilton
- Hilton Garden Inn
- Homewood Suites
- Hyatt
- Marriott
- Ritz-Carlton
- Sheraton
- Westin

Consideration and concern for our comfort is very much appreciated. If there are any questions or concerns relating to the foregoing, the Artist's Tour manager should be contacted.



**7.2. Room List**

Artist Personnel	Type	Room Number
Garry Peterson – Non Smoking	Suite/King	
Jim Kale – Non Smoking	Suite/King	
Laurie Mackenzie – Non Smoking	Single/King	
Derek Sharp – Non Smoking	Single/King	
Leonard Shaw – Non Smoking (Tour Manager)	Single/King	
Gary Koshinsky – Non Smoking (Production Manager)	Single/King	
Howard Klopak – Non Smoking (FOH Engineer)	Single/King	
Management – Non Smoking	Suite/King	
Crew – Non Smoking	Single/King	



**B. Technical Requirements – See Rider Part B**

The most current version of the Technical Requirements (Rider Part B) may be obtained at: [www.TheGuessWho.com/info](http://www.TheGuessWho.com/info)



The most current version of this document may be obtained at [www.TheGuessWho.com/ritc](http://www.TheGuessWho.com/ritc). Please check for a new version before signing or distributing this document to event staff, because it may contain changes that are critical. The document version may be identified by the file date in the footer of each page.

## 1. Tour or Technical Inquiry Contacts

The Purchaser and the Purchaser's sub-contractors shall not rely on one way voicemail or email for notification/communication of information. Two-way communication is required, with confirmations back to the Artist's Representatives, to ensure the information connects.

Scheduling, Logistics and Tour Inquiries may be made to:

Leonard Shaw (Tour Manager)  
Home: (204) 339-6107  
Cell: (336) 681-1881  
Fax: (204) 339-8467  
[Lewsh53@gmail.com](mailto:Lewsh53@gmail.com)

Technical Inquiries regarding the Rider information may be made to:

Gary Koshinsky (Production Manager)  
Cell: (336) 681-1868  
Tel: (204) 774-1818  
[gwok61@gmail.com](mailto:gwok61@gmail.com)

Contact the Agent if you are unable to reach the Tour or Production Manager.

Contract Inquiries – Agent below:

Randy Erwin (ESI)  
Tel: 952-470-9000  
Cell: 612-810-9000  
Fax: 952-474-4449  
Email: [randy@esientertainment.com](mailto:randy@esientertainment.com)

Entertainment Services International (ESI)  
6400 Pleasant Park Drive  
Chanhassen, Minnesota 55317  
USA

For publicity materials and interview requests please contact:

Jason Engstrom (ESI)  
Tel: 952-470-9000  
Fax: 952-474-4449  
Email: [jason@esientertainment.com](mailto:jason@esientertainment.com)



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## 2. Production – Technical Requirements

The Purchaser will ensure production services and equipment meet the Artist's requirements. Any discrepancies will be reported to the Artist's Production Manager and remedied in advance of the show date.

### 2.1. Venue Logistics

- a) Access to the venue. stage, sound wings and loading dock, must be available at the load-in time determined by Artist's representative.
- b) Parking for Artist's vehicle(s) provided at no cost to the Artist, and shall be as close as possible to stage entrance, from load-in, set-up, during show, pack-up and load-out.
- c) Artist and accompanying personnel have their own band passes issued by the Artist representative. Purchaser may wish to issue his own passes, to meet the venue or security requirements, this is generally expected and understood. The Artist's representative, however, expects to have sole authority in issuing backstage and guest passes.
- d) Rehearsal and sound check shall be a minimum of one hour after all technical set-up has been completed, at the venue, and the Purchaser shall ensure that the audience shall not be allowed to enter the place of engagement, until technical set-ups and sound checks have been completed.
- e) Artist shall have priority in set-up, rehearsal, and position of equipment. Equipment and accessories will not be moved, disconnected or used without the express consent of Artist's representative.
- f) The Artist requires that the stage be cleared of all equipment and debris prior to load-in, and a clear path access to the stage.
- g) Artist and accompanying crew, shall have at least two hours following the engagement, to break down and pack up Artist's equipment. Stage and hall lights will remain on until finished.

### 2.2. Personnel Requirements:

#### 2.1.1. General

Purchaser shall provide at his sole expense the sound, stage, and lighting crews, for set-up, sound check, performance, and load out. The Purchaser's production staff shall be in attendance, to aid in the load-in, setting-up, of systems, lighting and power etc. Purchaser's staff including sound and light company technicians/engineer/operators and any of their personnel directly involved with the presentation of Artist's performances shall be at the venue as required to permit carrying out all the provisions of this rider.

#### 2.1.2. Setup Schedule and Purchaser Supplied Crew

Completion of equipment load in, setup and testing to be completed no later than 4 hours in advance of audience admittance, leaving this time for the Artist to make final adjustments with the assistance of the Purchaser's technical staff, as required. The Purchaser will provide production staff at no cost to the Artist. These include the following:

- a) Experienced stage hands must be available at load-in time, during set-up, during the performance, and to complete the load-out, to meet the Artist's requirements.
- b) A person with a full working knowledge of the electrical systems for the facility, must be available for the day of the Artist's performance, or an Electrician available on an immediate emergency call basis.
- c) Experienced follow spot operators for each follow spot.
- d) Runner – A person with vehicle will be available to run immediate errands when requested by the Artist.
- e) Backline, Sound and Light contractors, as well as Purchaser's production staff, shall be under the direction of the Artist.
- f) The Purchaser, or representative of the Purchaser, with full decision making authority, must be at the venue, or immediately accessible, at all times during the day of the Artist's performance.

### 2.3. Stage requirements

- a) The stage area shall be an elevated, flat, level, stable, surface typically 48 feet wide by 32 ft deep, with a playing area a minimum of 32 feet wide by 22 feet deep. In addition to the playing area, there shall be left and right wings with adequate space for the monitor system, tuning work stations, guitars, and other additional equipment and storage as required.
- b) Stage must be completely clear prior to load-in and set-up.



- c) Stage Safety – Stage shall meet all local safety or other ordinances, including railings, work lights, grounding etc. . .
- d) Solid/Sturdy Stage Risers – a) Drum Riser 8' x 8', 12" in height. b) Keyboard riser 6' x 8', 6" in height.

## 2.4. Electrical Power requirements

Buyer must insure that an approved, stable and properly grounded Electrical Power Distribution system is in place to meet the regional electrical authority's codes and as required to reliably power all equipment.

## 2.5. Outdoor events

Purchaser agrees to insure that the proper grounding of electrical equipment and instruments is provided for, so as not to constitute a hazard to Artist or Artist's crew. Also protection from rain and dust must be furnished so as to protect all the Artist's equipment, stage equipment, sound equipment, light instruments and all consoles. House mix position and lighting consoles at outdoor venues must have waterproof material to protect personnel and equipment. FOH mix position tent shall be struck for show. All structures shall be safe for weather/wind conditions.

## 2.6. Stage Lighting System

Our experience has been that experienced lighting designers/operators know The Guess Who song catalogue and the results have been very good. However when companies lacking experienced people, and/or equipment, are hired, it will lead to problems that affect the show quality. Therefore the Artist asks that the Purchaser hire a quality lighting company, with an experienced operator to ensure quality results.

- a) An appropriate stage lighting system, for an international classic rock act with a combination of conventional and moving lighting (See Appendix for more information – Lighting Design Guideline). Technicians will be provided to set-up, focus, as well operate for the performance. The final determination is to be made in consultation with the Artist's representative, the lighting company hired, and the Purchaser during the "advance". Unusual front lighting shall be avoided as it detracts from artist's ability to perform to the audience, with most stage lights as back lighting and side wash. Hazing/fog is to be kept to a minimum and not obscure in any way.
- b) Follow spots and experienced operators shall be provided for each spotlight. The number of spotlights will be determined in consultation with the lighting company and the Purchaser, and with the final approval and direction of the Artist's representative.
- c) A black backdrop, shall be provided, spanning the width of the stage, floor to ceiling.

The purchaser shall advise the Artist well in advance if any aspect of section "7 Lighting Design Guideline - Appendix D" will not be achieved.

## 2.7. Communication sets

Clear com sets are required for the lighting system operator, spot operators, the stage monitor and Front of House console positions, as well as backstage, in order to facilitate the operation, setup and any troubleshooting prior to, or during, the performance.

## 2.8. House Sound System

Purchaser shall provide the appropriate sound system (both meeting the Artist's specified requirements and suitable for the venue) as well as experienced technicians to set-up, connect, test, and who are fully capable of operating all equipment. The final determination of what will be appropriate shall rest solely with the Artist's representative, after consultation with the Purchaser or representative, and audio company hired.

- a) A high quality, reliable, properly tuned, time aligned and fully maintained sound system shall cover the entire listening area of the performance, with an evenly distributed pattern (+/- 2db of mix position), capable of maintaining a sustained average sound pressure level of 112 dbA with a balanced frequency response from 30Hz-16kHz within the listening area.
- b) Line array systems are preferred by: D&B (Q-Series, J Series); L-Acoustics (KUDO, dV-Dosc), Nexo (Geo T Series), EV (X-Line, XLC127DVX) JBL (Vertec VT4889, VT4888). EAW KF730 systems are not acceptable to the Artist. Speaker systems with passive x-overs are not



- acceptable under any circumstances. Control of the speaker system must be from the FOH position via direct access to the crossovers or using a tablet.
- c) Center-Fill stage lip speakers are required in all circumstances (Vocal fill) and will be sent via Auxiliary.
  - d) Wide-Fill speakers or 4 main clusters (R L R L) are required for wide seating venues.
  - e) Delay-Stacks are required for large outdoor shows.
  - f) Sub Woofers – Sub-woofers are used on an Auxiliary send, NOT from L/R. Preferred location is flown and dropped to ground, or ground stacked under, or just outside, of left and right speaker clusters. Using a proven method for cardioid sub arrays is highly desired. Artist desires a full sound, so please supply more-than-adequate sub-speakers and power. DO NOT locate sub-woofers across the front center of the stage. If so the Artist will ask the sub woofers be relocated.
  - g) The front of house mix position shall be located out front (10% off-dead-center), within the prime listening area of the Artist's performance, with a clear sight facing the stage of the Artist's performance, elevated a maximum of 6 inches. Final determination for the location and elevation of the house mix position will be determined by the Artist's representative, up to and including the day of the performance. Artist representative expects the front of house position and the lighting system console position to be located beside each other.
  - h) Drive Processing
    - Speaker systems will be processed using Lake (preferred), Klark Teknik Helix, XTA, or BSS digital. All speaker system equalization and time alignment shall be made in accordance with the manufactures current specification. Processor settings shall be readily accessible to the Artist's representative from the FOH mix position.
    - System equalization will be readily available to the Artist's representative for all speaker systems (Mains, Subs, Delays, Center, Wide Fills, etc. . .). This will be via parametric filter layers within the speaker processor (preferred when tablet computer control exists) or as a last resort, 1/3<sup>rd</sup> Octave Analog EQs (ie. Klark Teknik DN360 or BSS FCS-966).
  - i) Misc Items:
    - 2 x open 115 VAC courtesy outlets at FOH position
    - Stereo 1/8" phono jack cable connected to console suitable for iPhone w/case (small 1/8" jack body).
    - Talkback SM-58 mic w/switch at FOH Console, aux to monitor console for talkback.

**Important Note:** EQ, processing and all rack mount FOH equipment must be setup in an elevated position to enable Artist's FOH engineer to adjust settings during the performance, while in a proper listening position operating the console, without bending over or crouching, to allow adjustment while operating the console and to avoid aggravating a reoccurring back injury.

## 2.9. Front Of House Console

Avid Venue Profile System or Venue Mix Rack System with:

- a) FWx Option Card.
- b) Software version 3.0 or greater.

Engineer will require time with the Avid console to load WAVES Mercury plugin package well in advance of the line/sound checks.

Input List – See Appendix B – Also contains required microphone list.

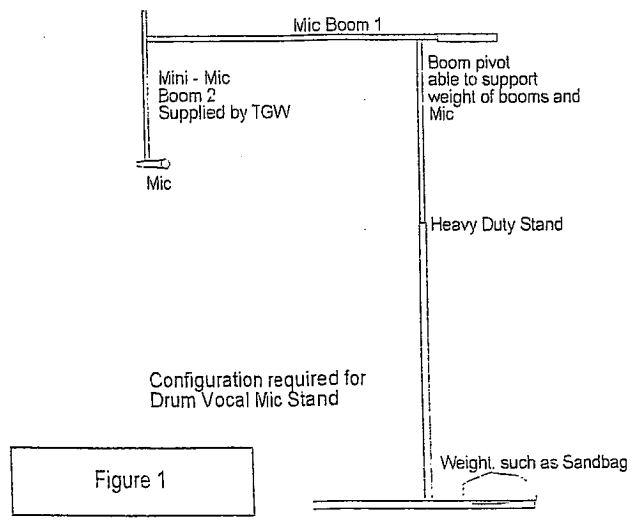


2.10. Stage Monitor System and Stage Sound Equipment

- a) Purchaser shall provide for the sound companies inclusion of a monitor system as follows:
  - Monitor Desk/Console – Preference order: 1) Yamaha PM5D-RH; 2) Yamaha M7CL; 3) Avid/Digidesign Profile; 4) Avid SC48. Must be one of these 4 options, NO EXCEPTIONS.
  - 13 mixes - 2 mono stage monitors, 3 stereo in-ears. L&R Side Fills, Drum Sub-on request, FX, Cue)
  - 1/3 octave EQ - 4 Channels
  - 6 bi-amped monitor wedge speaker cabinets (6 on stage, 2 monitor mix listening)
  - 2 x tri-amped side fills for left and right downstage on separate mixes.
  - Mini Drum Sub (500Watt /15" such as Mackie SWA1501), when requested during advance.
  - Artist carries stereo in-ear monitor systems.
- b) Monitor Console Position – Stage Left - shall be set-up in accordance with results of prior consultation between the sound company and the Artist's representative, up to and including the day of the Artist's performance. Purchaser shall ensure at least 100 square feet of flat uncluttered stage space is allocated adjacent to the stage and monitor mix position. Please note that the Artist's monitor engineer doubles as the stage and instrument technician and must have space free and clear to set-up and perform these activities.
- c) Cables, Stands, Connections and other Requirements
  - The sound company hired must provide all patch cable, microphone cable, microphone stands, clips adapters, power cables, direct boxes, and other such items, related to their sound system with extras ready, to repair or replace all requirements.
  - Purchaser or Purchaser's representative also needs to be aware, that the sound company hired is expected to meet the monitor needs and requirements of any and all other concurrent performance(s), beyond and in addition to, the requirements of the Artist's band and crew, appearing upon the same stage and occurring before or after the Artist's performance, on the same day. (re: opening act)
  - **The following equipment list is required - see Artist's current Stage Plot and Input List for related information.**

Note – All required microphone stands shall be dedicated to the Guess Who for the show day (sound company must carry extra stands for opening/other acts)

- a) 1 x Atlas Large Round Base Stand (Lead Vocal)
- b) 6 x Tall tri-pod boom stands (Vocals, OHs),
- c) 10 x Short tri-pod boom stands (Leslie, Guitars, HiHat, Snare T/B)
- d) 1 x Atlas Studio Stand and large boom w/ Sand bags (Drum Voc-- Fig 1)
- e) 1 x Extra short Tri-pod boom stand, Kick Drum
- f) 50+ XLR cables
- g) 1 x 16 line, 1 x 12 line, and 2 x 6 Line XLR Stage Sub-Snakes (See input list for preferred patch)
- h) 4 twenty foot grounded AC Quad boxes, for stage equipment, each connected to a dedicated 115 VAC circuit breaker, connected into the same power distribution system supplying AC and grounding for the Monitor and Sound System.
- i) Direct boxes – See Input List
- j) Various Microphones – See Input List







**3. Backline Equipment - General**

The Purchaser shall ensure Stage Equipment meets the Artist's requirements. Any discrepancies will be reported to the Artist's Production Manager and remedied in advance of the show date. See Appendix A for a listing of professional backline equipment companies the Artist has had positive experiences working with.

**3.1. Drum Equipment - General**

Garry Peterson is a DW (Drum Workshop) and Sabian contract endorser. Therefore please make every effort to provide the equipment from these manufacturers.

Setup notes – DO NOT setup kit in advance of the artist's crew arriving. Put carpet down on riser, pull shells and place on riser, ensure new heads are installed and meet spec. Pull hardware/stands/throne, spread legs on stands and place on deck (not riser), do not tighten any hardware.

**3.1.3. Drum Kit Shells (DW):**

DW Collector's Series shells only. Lacquer or Oil finishes are much preferred over Finishply wrap for sound/resonance. Shells specified as Depth x Width. Sizes required are:

Drum	Preferred Set	Alternate Size Set	Shell
Rack tom 1:	8 x 10	7 x 10	VLT
Rack tom 2:	9 x 12	8 x 12	X-Shell
Floor tom w/legs:	14 x 16	16 x 16	X-Shell
Kick drum:	18 x 22	16 x 22	X-Shell
Snare drum:	5 1/2 x 14		

**3.1.4. Drum Heads (New Batter heads for each show):**

The Aquarian SuperKick III 22" Bass drum head is extremely important to Garry Peterson. Note the III is NOT a II. A direct quote from Garry, "without this head, I just can't play". Even non-drummers can feel the difference when you hit the kik drum pedal, so let's make this happen for him. Call Chris Brady at Aquarian and he will sell/ship one direct (even easier than taking a trip to the local music store). You may reach Chris at (714) 632-0230 or (800) 473-0231 ext.15 or email Chris at [cb@aquariandrumheads.com](mailto:cb@aquariandrumheads.com) He will be happy to help out. **Make this happen!**

- a) **Snare:** Top head to be Coated Remo Ambassador CS Dot. Resonant head, Hazy Clear Remo Diplomat.
- b) **Toms:** Batter Heads to be Coated Remo Ambassador. Resonant heads to be Clear Remo Diplomat.
- c) **Kick:** Aquarian Super-Kick III (Three)
- d) **Kick Front Head:** to be black and requires a single 6 inch hole off-to-the-side for microphone entry.
- e) **Kick Drum Dampening:** Evans EQ Pad dampening system with 2 x EQ pads Velcro attached, or an alternate appropriate system for minimal dampening (Large pillows are NOT Acceptable).

**3.1.5. Hardware**

All DW hardware to be 9000 only (5000/7000 NOT acceptable), details as follows:

- a) 6 tri-pod boom cymbal stands (DW 9000) w/ Cymbal bushings intact.
- b) Tom stands - 2 rack tom stands (Please, NO Bass Drum Tom Mounting), Floor tom legs.
- c) Snare drum stands
- d) Hi-Hat stand w/ short shaft (must be 2 leg DW 9000. DW5000 NOT acceptable)
- e) Double bass drum pedal with chain drives (DW 9000) (Artist carries, these are backup)
- f) Drum Throne – Motorcycle style seat – Gas Lift: Rock-n-Sock Gas Lift, Pork Pie Hydraulic Big Boy, or Gibraltar Hydraulic Moto Throne.

**3.1.6. Cymbals**

Artist generally carries cymbals, but in the event of a baggage delay or loss purchaser to provide Sabian:

- a) Hi-Hats 14 inches top thin, bottom heavy
- b) China 18 inches China boy
- c) Ride 22 inch rock ride
- d) Crashes 15, 16, 18, 19 Thin - such as AA, AAX, HH, HHX, Vault (provide choices).

**3.1.7. Drum riser**

No Taller than 12 inches maximum in height, 8' x 8', Stable and solid. Drum rug on top (carpet type for pedal Velcro).

**3.2. Guitars**

- 1 x Bass Guitar – Fender US Made Jazz Bass (Round wound medium gauge strings 0.045 - 0.105, strings with lots of life/fresh)
- 1 x Gibson Les Paul Standard, Traditional, Supreme, Custom - NOT Black - in Gold or Ice Tea, or Cherry/Desert/Honey/Light Burst or White. (New LTHB strings 0.010 - 0.052)
- 1x Fender Stratocaster Guitar – US Made with either HH or HSS pickup arrangement (Note: H means hum-bucking) (New regular strings 0.010 - 0.046)
- 2 x Acoustic Guitars – 1) w/pickup preferably Gibson or Taylor - dreadnaught shape with cutaway (New strings 0.012-0.054, fresh batteries); 2) no pickup required – dressing room warm up guitar.

**3.3. Guitar and Bass Amps**

Footswitches to be supplied with equipment below and ensure tubes are good.

Purpose	Requirement (Preferred)	Acceptable Alternates
Guitar Amp 1	Fender '65 Deluxe Reverb Reissue Using amp only for 4x12 below.	No substitution, Call for alternates
Ext Cabinet (for Amp1)	Straight 4 x 12 cabinet w/ Greenback speakers Marshall, or Marshall style, Bottom Cabinet	Angle 4x12 Cabinet w/ Greenback speakers. Marshall, or Marshall style, top/angle cabinet
Guitar Amp 2	Fender Hot Rod Deville 4 x 10" Spkrs.	No substitution, Call for alternates
Guitar Amp 3	Fender Hot Rod Deville 4 x 10" Spkrs.	No substitution, Call for alternates
Spare Guit Amp	Fender Hot Rod Deville 4 x 10" Spkrs.	Fender Hot Rod Deville 2 x 12" Spkrs.
Bass Amp	<ul style="list-style-type: none"> <li>• Ampeg SVT Classic SVT-CL</li> <li>• Ampeg 8 x 10" Bass Cabinet</li> </ul>	No substitution, Call for alternates

**3.4. Additional Items – Guitar Related**

- Guitar boat – minimum 6 position.
- 6 x Single guitar stands suitable for on stage use.
- 6 x 25 foot ¼ inch patch cables.
- 3 x speaker cables for extension cabinets (¼ to ¼).
- Spares for all.

**3.5. Keyboards (x2) and Accessories**

Organ (Top)	Nord Stage 2 is preferred. Nord Electro 3 will suffice. Leslie is required otherwise with Hammond XK-1 / XK3 / XK3c or Korg CX-3 or Roland VK-8 / VR-700
Leslie w/PrePedal	Hammond Leslie 122 or 142 or 145 or 147 with Leslie Preamp Pedal
Digital Piano(Bottom)	Roland RD-700GX, RD-700SX or RD-700– weighted keys.
Spare Keyboard	Nord Electro 2 (73 key) or Nord Stage EX (76 key or compact) or Korg Triton
Keyboard Stand	Apex, two tier, keyboard stand as required. Ensure long arms for bottom keyboard arms. Stand height: Top of bottom arms = 30", Top of top arms = 38" in height.
Key Throne	Standard drum stool for keyboard player.
Pedals/Controls	1 Expression Pedal (Roland EV-5), 2 Sustain Pedals, 1 non-momentary on/off pedal.
Cables	All signal, and AC cables as required. Include extras for all cables.
Keyboard Riser	6' x 8' platform, 6 inches in height (see note on stage plot)

**3.6. Misc Additional Items**

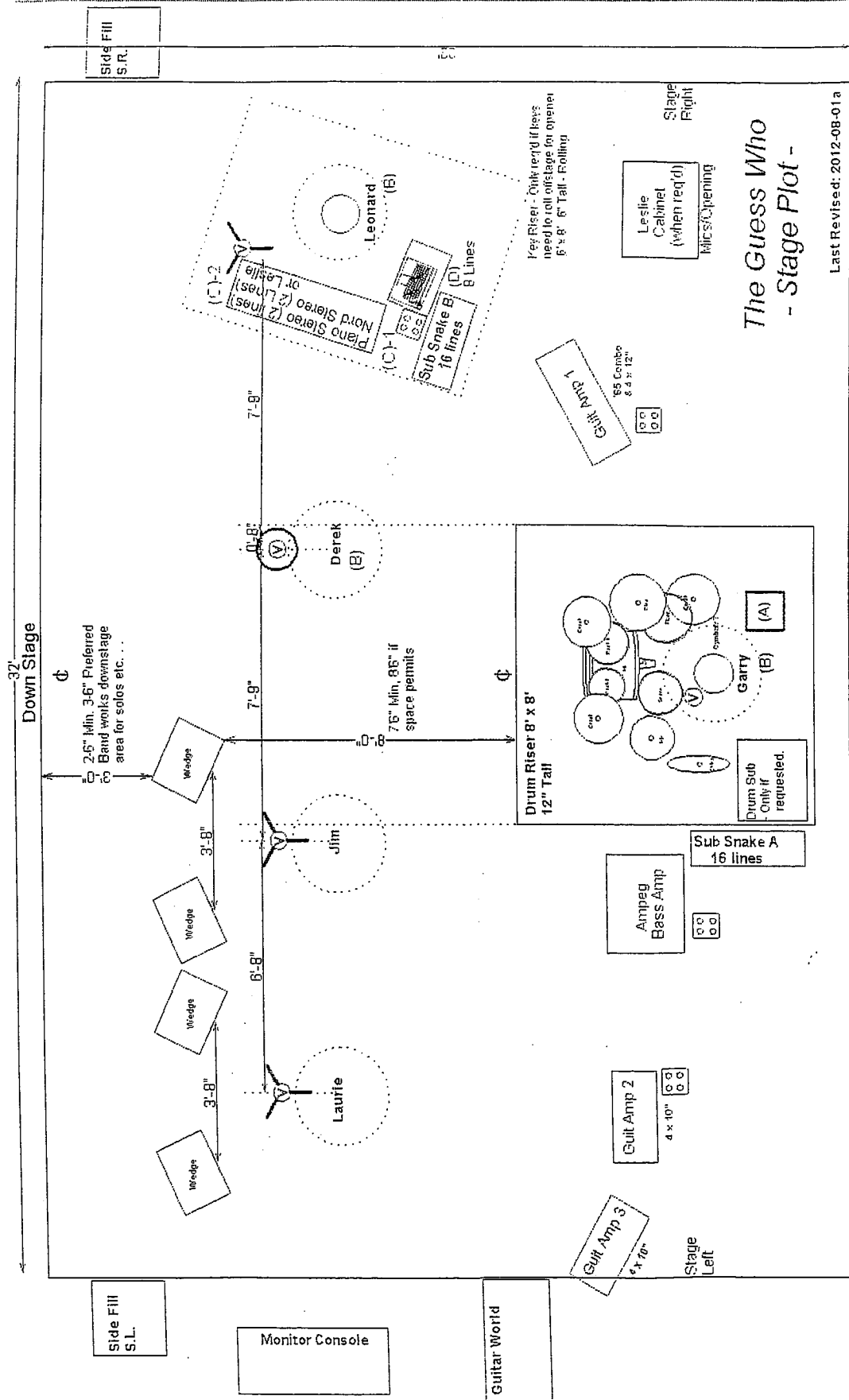
- 2 x additional stool seats, such as padded round drum throne.

Stage Plot – See Appendix A

input List – See Appendix B



# 4. Stage Plot - Appendix A



## The Guess Who - Stage Plot -

Last Revised: 2012-08-01 a

Notes: (A) - Extra Large Mic stand, w/sand bag, extra large boom (above head), & short boom (drop mic down)  
 (B) - Stereo - In Ear Mix, Wireless, 3 places (C) Acoustic DI, 2 places  
 (D) Notebook Computer w/interface - 8 XLR lines

Legend: (V) Vocal Mic Stands - All with booms  
 (C) A.C. 115V / 45 Amps - Quad Box



**5 Input List - Appendix B**

Input #	Sub Snake	House Note	FOH Input Desc	Mic/DI Preferences	Channel Note
1	A-01		Kick - Out	Shure Beta-52	
2	A-02		Kick - In	* Sennhieser 901	
3	A-03		Snare - Top	Shure SM57	
4	A-04		Snare - Bottom	Shure SM57	
5	A-05		HH	* AKG 451 B	
6	A-06		Rack Tom 1	* Senn. e904	
7	A-07		Rack Tom 2	* Senn. e904	
8	A-08		Floor Tom	* Heil PR31BW	
9	A-09		Overhead SR	* AKG 451 B	
10	A-10		Overhead SL	* AKG 451 B	
11	A-11		Ride Cymbal	* Shure SM-81	
12	B-1		Bass DI	* Sans Amp	
13	B-2		Bass Mic	Sennheiser 421 or EV RE20	
14	C-1		Not Req'd or Leslie Low	/Sennheiser 421 or EV RE20	
15	C-2		Key.L or Leslie.L.	Radial JDIDI or Shure SM81	
16	C-3		Key.R or Leslie.R	Radial JDIDI or Shure SM81	
17	C-4		Piano 1.L	Radial JDIDI	
18	C-5		Piano 1.R	Radial JDIDI	
19	C-6		Digi-1 P.L		
20	C-7		Digi-2 P.R		
21	C-8		Digi-3 S.L		
22	C-9		Digi-4 S.R	* 8 line XLR cable	
23	C-10		Digi-5 V.L		
24	C-11		Digi-6 V.R		
25	C-12		Digi-7 Click		
26	C-13		Spare		
27	C-14		Acou. 1 Derek Wired	Radial JDIDI	
28	C-15		Acou. 2 Derek W.L.	Radial JDIDI	
29	C-16		Guit Amp1 - CSR	* Heil PR 30	
30	B-3		Guit Amp2 - CSL	* Heil PR 40	
31	B-4		Guit Amp3 - SL	* Radial JDX AMP DI	
32	H.R.		Lead Voc Wireless CSR	* UHF-R Wireless SM58	
33	.D-1		Voc Leonard (Keys)	* Shure Beta 58A	
34	.D-2		Voc Spare SR DS	* Shure SM58	
35	.D-3		Voc Jim CSL	* Shure Beta 58A	
36	.D-4		Voc Laurie SL	* Shure Beta 58A	
37	A-12		Voc Garry (Drums)	* Shure Beta 58A	
38	H.R.		Sax	* UHF-R Wireless AMT LSW	
39	D-5		Crowd SR - In Ears	Shure SM-81	
40	H.R.		Crowd SL - In Ears	Shure SM-81	
41			MC Microphone		
47			Mon Talkback	Shure SM58S w/Switch	Monitors Only
48			FOH Talkback	Shure SM58S w/Switch	

Legend  
 C = Center Stage  
 SR = Stage Right  
 SL = Stage Left  
 DS = Down Stage  
 US = Up Stage

\* indicates artist carries item. Please supply as well in case baggage is lost or delayed.

Last Revised: 2012-08-01



**6. Suitable Professional Backline Companies - Appendix C**

Company:	Contact Info:	Office Location(s):
RAM Production Backline	Roger Miller <a href="http://www.ramproduction.com">www.ramproduction.com</a> Cell: 260-413-3414 <a href="mailto:roder@ramproduction.com">roder@ramproduction.com</a>	Indiana
Jonas Productions	Gregg Hall <a href="http://www.jonasproductions.com">www.jonasproductions.com</a> Cell: 317-965-3613	Indiana Las Vegas
Total Music Services	Billie Kahle <a href="http://www.totalmusic.com">www.totalmusic.com</a> Phone: 651-644-7102 <a href="mailto:billie@totalmusic.com">billie@totalmusic.com</a>	Minnesota
Unisound	Michael Apodaca <a href="http://www.unisound2.net">http://www.unisound2.net</a> Phone: (760) 233-0006 <a href="mailto:mapodaca@unisound2.net">mapodaca@unisound2.net</a>	Escondido, CA
Backline Bob Rentals	Robert Joyce Office: 480-962-7463 Cell: 480-390-1336 <a href="mailto:backlinebob@yahoo.com">backlinebob@yahoo.com</a>	Phoenix, AZ

**Note:** These companies can provide backline equipment and services locally as well as nationwide, dependant on the season and where their inventory will be located at the time of your requirement.

**7 Lighting Design Guideline - Appendix D**Lighting Guideline

Please follow this lighting guideline. See the stage plot for details on the physical layout of the Artist. Read section 2.6 Stage Lighting System.

The Guess Who band members work the whole stage, including the area in front of the front monitor line (see Stage Plot). The main lead vocal position is Derek (just right off center), but he also has a wireless and can be found anywhere up front in certain songs, and often wanders around while addressing the crowd. All members sing backup vocals in most songs. Most guitar solos are by Laurie (stage left), with some guitar intros Derek. There are also some dual guitar solos. There are a number of keyboard features, some very short, and a flute solo at key position (Stage Right). Most of the between song talking is by Jim (bass) or Derek (Lead Vocals), with a couple song intros by Garry (drums), and Leonard (Keys). There are also a number of opportunities for crowd participation. There is a top of show intro music track that lasts for about 40 seconds. At the halfway point the drummer joins in on this track. The band likes to do a bow to the crowd after the encore so lights are to stay up 100% after the final encore, until the band leaves the stage. Talk to the FOH engineer if you require more information on the Artist's performance tendencies.

The Artist requires a bright/lively lighting design, NOT dark/moody. Typical indoor light shows are 60-120kWs of conventional lighting on 2 cross stage trusses plus a handful of movers and crowd lights. Outdoor shows are similar but vary with the stage size, time of day, production budget, but in most cases will require more lighting than indoors. Although there are opportunities in the show for lighting FX, the main focus must be to light the players and catch their actions.

To achieve this, the Artist requires:

1. 2 or more follow spots (Rosco 33)
2. Molephay floods to light audience when addressed or in participation segments.
3. Significant conventional lighting and strong back lights.
4. Specials to front light each players vocal position.
5. Front wash with flesh tone color (Rosco 33) up high.
6. Some light colors, and open white, to wash stage.
7. Rear Movers for special FX on drums and behind players.

Things to be wary of:

8. Follow spots need to be up as high as possible, to minimize light in the Artist's eyes.
9. Even in the tiniest of venues with ceilings below 16 ft and improper stage areas: a) front lighting needs to be up high, not in the Artist's eyes. Remove tiles and temp install clamped bars to clamp individual lights above grid if need be. b) same with rear lights, do not take the easy way out. Install something above the grid to clamp the lights high to move the light source out of the audiences eyes.
10. NO haze/fog during the show, or just prior to the show.
11. NO strong primary colors from the front on the players.
12. Avoid stage lights into the audience's eyes, except for special audience floods at the top of the truss.
13. Be sure to have lighting to catch all the stage area ahead of monitor line.

This guideline is only a start. The Artist encourages the light designer to use their own creative ideas and judgment to take the light show as far as possible, as long as the main consideration is to light the players as they perform.