## RESOLUTION 2014-15

# A RESOLUTION AUTHORIZING A CONTRACT WITH E.A.R. AGENCY FOR THE PERFORMANCE OF FRAN COSMO, 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.A.R. Agency for the performance of Fran Cosmo 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 Aya Mr. Connor Aya Mr. Weidman Aya

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

Cliff W. Bishop, President

Dennis W. Coprogr, Vice President

Thomas J. Weigman, 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

## E.A.R. AGENCY



Earth Alarm Records 9183 Olin Rd Marcy, NY 13403 (310) 962-6610

Earth Alarm Records, Inc.

9183 Olin Rd. • Marcy NY 13403 USA

TELEPHONE: (310) 962-6610 • FAX:

AGENT:

CONTRACT#

Anton Cosmo

966988

AGREEMENT made this day of 01/08/2014 between EARTH ALARM RECORDS INC. (hereafter referred to as ARTIST) and SYCAMORE TOWNSHIP (hereafter referred to as PURCHASER) It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement hereafter provided, upon all terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions,"

1. Purchaser: SYCAMORE TOWNSHIP

2. Place of Engagement:

FESTIVAL IN SYCAMORE

4312 SYCAMORE ROAD CINCINNATI, OH 45236

3. Performer: Fran Cosmo former lead singer of BOSTON w/special guest Anton Cosmo Former

Member of BOSTON

4. Engagement Date: July 11, 2014

5. Type of Engagement: Event (1) One Show

Ph: 513-702-8010

Email:

MMCKEOWN@SY

6. Full Price Agreed Upon: \$12.500.00 FLAT TWELVE THOUSAND FIVE HUNDRED

TWELVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS)

Cell:

CAMORETOWNSHI

P.ORG

RICK@RWALCOM

Website: RWATICKETS.COM SYCAMORETOWNSHIP.ORG

\*\*\* Any unauthorized change to ticket price or venue capacity will be grounds for renegotiation of Artist fee \*\*\*

\*\*\* ALL PAYMENTS TO BE BY MONEY ORDER, CASHIER'S CHECK, OR BANK WIRE IN US FUNDS ONLY \*\*\*

All deposits should be made payable in US FUNDS via <u>Wire Transfer</u> or <u>Cashier's Check</u> to <u>Earth Alarm Records Inc</u>

Deposit: in the amount of \$6,250.00 is due upon thirty (30) Days of this agreement. Via Bank Check to EARTH ALARM RECORDS INC.

Mailing Address: 9183 Olin Rd Marcy NY 13403

Balance of \$6,250.00 IS PAID TO ARTIST PRIOR TO PERFORMANCE ON July 11, 2014 Cash or Bank Check. NO PERSONAL CHECKS

\*\*\* NO TAX WITHHELD FROM FULL PRICE AGREED UPON \*\*\*

7. Said balance shall be paid in cash by PURCHASER to Anton Cosmo prior to performance and said balance may, at Earth Alarm Records's option, be required to be paid prior to the day of performance.

Doors Open:TBA

Set Length(s): 75-90

Capacity: NA

Doors Oberrany

Minutes
Ticket Prices:TBA

Performance Time: TBA

VIP:N

Comps Available: 6

Gross Potential: NA

8. Special Provisions: PURCHASER TO PROVIDE ALL RIDER REQUIREMENTS, BACK LINE, 6 HIGH QUALITY HOTEL ACCOMMODATIONS (2) NIGHTS, PRODUCTION, HOSPITALITY, DINNER FOR 6, OR A BUYOUT AT \$30 DOLLARS PER PERSON, PER NIGHT. PLEASE SIGN AND RETURN ONE COPY OF RIDER WITH SIGNED CONTRACT VIA EMAIL.

PURCHASER AGREES THAT ATTACHED RIDER(S) AND ADDENDUM(S) BECOME LEGALLY BINDING PARTS OF CONTRACT.

9. PURCHASER agrees to properly bill and advertise the ARTIST according to the contract and the contract rider, and purchaser agrees to indomnify the ARTIST, ARTIST's management company, and ARTIST's agent from all damages including attorney's fees, incurred as a result of any improper billing unauthorized promotion of the ARTIST and the enforcement of the ARTIST's right hereunder. PURCHASER agrees to provide and pay for a supporting act or acts, if any, that are mutually agreed upon by ARTIST and PURCHASER.

PLEASE NOTE: This is not the band Boston but the former members of Boston performing all the hits.

10. If purchaser cancels the show prior to engagement all deposits are non refundable.

ALL SIGNED COPIES MUST BE RETURNED TO Earth Alarm Records BY: 01/12/2014

**Artist Signature** 

Date

Purchaser Signature

GREG BICKFORD! SYCAMORE

EARTH ALARM RECORDS INC.

<u>TOWNSHIP</u>

\*\* The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions set forth on the reverse side."

\*\*\* This contract does not conclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. Internal Revenue Services and some state agencies.

# FFRAR COSMO FORMER LEAD SINGER OF BOSTON

also featuring

#### **ANTHONY COSMO**

former songwriter and guitarist of BOSTON

# **E.A.R. AGENCY**

9183 Olin Rd Marcy NY 13403

CONTRACT RIDER

Rider to be attached and made a part of Earth Alarm Records Inc. contract # $9$	166988	
Dated 1/28/14 between FRAN COSMO former lead singer of BO	ISTON (herein	
referred to as Artist) And SYCAMORE TOWNSHIP (herein	referred to as	
Purchaser) Artist and Purchaser hereby agree to the following terms and conditions between		
on behalf of Fran Cosmo (FC) And SYCAMORE TOWNSHIP (Po	urchaser) and	
Earth Alarm Records Inc. (hereinafter referred to as Agent)		

#### Section I | Contractual Conditions

A) <u>SIGNATURES</u>: This rider agreement and attached contract shall not be binding upon the Artist until executed by the Artist or Artist Representative. No variation of any kind is valid unless agreed to in writing by Artist or Artist's Representative, or Agent.

NO OTHER PARTY IS AUTHORIZED TO VARY THIS AGREEMENT WITH PARTICULAR REFERENCE TO FEE, PERCENTAGE CALCULATION, SUPPORTING ACTS, ETC.

Where any conflict may exist, this contract and rider will prevail.

B) PAYMENT:

7.0

- 1) <u>FEE:</u> It is understood by all parties hereto that the fee paid the Artist herein consists of the following:
  - a) Predetermined minimum guarantee
  - b) Percentage of the excess figure stated on page one of this subject agreement.
- 2) <u>DEPOSIT:</u> Fifty percent (50%) of the total guarantee in cash or cashier's check shall be deposited with:

EARTH ALARM RECORDS INC.

9183 Olin Rd Marcy NY 13403

Simultaneously with the signing of the Contract & Rider.

- 3) BALANCE:
- a) If any balance remains to be paid on the guaranteed fee Hereunder, it shall be paid in full, prior to Fran Cosmo performance. <u>IN US DOLLARS</u> ONLY.
- b) PERCENTAGE OF EXCESSES: In the event that the compensation payable
  to Artist is measured in part by a percentage of receipts, Employer shall
  pay Artist's Representative in full. The balance is subsequently due no
  later than thirty (30) minutes before conclusion of Artist's performance.

#### 3

#### FRANCOSMO/ANTHONYCOSMO/RIDER

c) No Federal, State or Local taxes may be deducted from the contracted price contained herein or from contracted percentage earned hereunder.

#### 4) SETTLEMENT and COMPLIMENTARY TICKETS

- The Purchaser will provide a breakdown of all show costs to Agent for Frances for approval no less than two weeks in advance of the show date.
- b) The purchaser will have all box office statements, ticket manifest and all other receipts pertaining to the performance available at the time of settlement on the day of the show. In the event that any receipts are missing at the time of settlement the Artist reserves the right to disallow those costs in the final accounting.
- c) The Artist's Representative shall have the right to enter the box office at any time during the day of performance to examine and make extract of the box office records relating to this engagement.
- d) The Purchaser will provide up to twenty-five (25) complimentary tickets to Artist. The purchaser will not issue complimentary/ guest tickets in excess of the Artist's quota without prior agreement.
- 5) <u>FOREIGN ARTIST TAX:</u> The Purchaser will provide the Artist's designated accountants with a fully accredited tax certificate issued by the relevant tax authority for any F.A.T. deducted in relation to this show.

#### 6) INSURANCE & CANCELLATION:

- a) The Purchaser hereby fully indemnifies and holds harmless the Artist's (and all persons or entities affiliated or associated therewith) from and against all loss and damage (including attorney's fees and court costs) incurred or occasioned as a result of any of the acts and/or omissions of the Purchaser or any failure of any of the warranties, representations or covenants made by the Purchaser pursuant to this agreement.
- b) The Purchaser hereby confirms and warrants that it has taken out all necessary insurances to cover his liability, both under the terms of this contract and any contingencies connected with the event or concert, including, but not limited to, public liability, fire and associated risks and product liability cover.
- c) In the event of Illness or incapacity of any one of the Artists, the performance may be cancelled and the show deposit returned (where applicable). Neither party shall be under any further obligations to the other.
- d) In the event that the Artist is unable to perform due to a failure by the Purchaser or his staff then the full fee shall remain payable.
- 7) <u>APPROVALS:</u> Artist shall have approval of all acts on show, their set length, billing, equipment placement, lighting, backdrops, set time (Encore included). It is Purchaser's sole responsibility to inform all other acts on the program regarding this condition. There shall be no M.C., D.J. or other Announcer without Artist's approval. <u>AT NO TIME</u> will more than one act precede Artist without prior written consent from Agent.
- 8) SPECIAL EFFECTS: Opening acts shall use no theatrical or special effects.

a) Including, without limitation to: Strobe, lasers, fog, flash pots, etc., unless specifically approved by Artist in advance; in writing.

Section II | Merchandising Requirements

ARTIST RELATED

Purchaser agrees that Artist and/or Artist's exclusive merchandising representative shall have the sole and exclusive right to self-merchandise at this performance including Artist programs, Souvenirs, Shirts, Hats, Belt Buckles, Posters and other items or products whatsoever containing picture or sketch of the Artist. It is Purchaser's responsibility to see that no OF WHICH UNDER ARTIST RELOTED unauthorized merchandiser self-products on the day or evening of this engagement. Purchaser is liable for any revenue lost to the Artist if unauthorized merchandise is sold. Also, where Fran Cosmo is support, it is forbidden for purchaser or anyone else to self-merchandise bearing the Fran Cosmo name, likeness or logo without written permission from Artist's management.

Purchaser will provide four (4) 110 Volt power outlets for lighting and electronics in Merchandise area.

#### Section III | Miscellaneous Requirements

- A) Purchaser will provide a professional quality sound system and light system to Artist. (See attached sheets for requirements)
- B) If Artist must travel to another country other than the US, purchaser agrees to obtain at his sole expense, any and all necessary bonding permits, visas, immigration clearances, or union dues that are required to gain entrance into, travel within and exit from said country, as well as performance of engagement hereunder. Purchaser shall further be responsible for any taxes of any nature in connection herewith and payments herein shall be net the Artist.
- C) There shall be twelve (12) bath size towels, washed and softened in dressing room by sound check. (NO bar towels or hand towel!!)
- D) Host Venue will provide one (1) person as runner for the entire day and evening for Artist with a fifteen (15) passenger van.
- E) Purchaser will provide all necessary Permits, Licenses and Authorizations from any and all Government Agencies, Bureaus and Departments; Federal, State or Local.
- F) Purchaser will provide an English-speaking representative able to make decisions on his/her behalf, to be available at the venue one (1) hour prior to load-in time until completion of load-out and to liaise and assist the Artist and Artist tour staff.
- G) Purchaser shall assume fill liability for Artist & Crew, Artist's instruments, equipment and personal effects at the place of engagement, and is responsible for the safety and well being of the members of Fran Cosmo, and for the security of their equipment for the full period in which the members and/or their instruments and equipment are on the premises.
- H) Purchaser shall provide no later than four (4) weeks prior to engagement: all necessary venue specifications, stage plans, contact details for local production personnel &

suppliers, local maps and directions to the venue indicating height, weight or any other restrictions that may affect vehicular access to the venue.

If the Purchaser breaches any of his obligations hereunder, which include without limitation, Purchaser's refusal or neglect to: provide any of the items required under this contract; proceed with the presentation of the engagement which is subject to this agreement; timely make any of the payments referred to herein, then in any such events and in addition to any of the Artist's other rights or remedies, Artist may elect to terminate this agreement without liability to perform hereunder or otherwise in such event, Artist shall retain all amounts owed, and Purchaser shall remain liable to Artist for any additional monies herein provided or otherwise payable as a matter of law.

#### Section IV | Security & Parking

- A) The Purchaser shall supply sufficient security staff to ensure the safety of the Artist, his staff, equipment & vehicles and shall be liable in the event of any loss or damage suffered through the lack of suitable security arrangements.
- B) The Purchaser shall supply all necessary passes for this engagement—no stamps.

  The Artist reserves the right to restrict access to the dressing room area.
- C) The Purchaser agrees to provide & pay for secure parking and power (240 Volt) for one (1) 45' bus, with direct access to the venue stage door, at least twelve (12) hours prior to load-in until the completion of load-out.
- D) The purchaser will be responsible for all security arrangements to ensure the safe running of the show. The Artist reserves the right to cancel the show without prejudice to his contracted fee should he, his staff or any member of the audience be endangered in any way by the continuance of the performance. The final decision in this event shall remain with the Artist's designated representative.
- E) All security staff shall act in a professional, courteous manner, and shall refrain from any excessive use of force.

Date 1-25-11

Purchaser\_

A) The only acceptable billing for this engagement is:

Fran Cosmo—100% Support Act—50% Opening Act—25% (if any)

- B) Only photographs sent to Purchaser by Artist's Representative shall be used in publicizing this engagement.
- c) In all advertising promotional material, including but not limited to: TV ads, radio spots, newspaper ads, posters, flyers and tickets; each and every usage of the name

# FRAN GOSNO 100% FORMER LEAD SINGER OF BOSTON 50%

Additional wording may include: "Also featuring former Boston guitarist Anthony Cosmo" All to be written in the same font and of a smaller size not to exceed 50% of the first line.

D) In the snoken advertisements the sentence shall be read as follows:

#### FRAN COSMO FORMER LEAD SINGER OF BUSTON

"Also featuring former Boston guitarist Anthony Cosmo" (The intent is to make it clear that this is not a performance by Boston, but in fact a performance of the Hits of Boston, performed by its' former players.)

- E) Within one week of receipt of this rider, Purchaser shall inform Agent of his/her advertising breakdown, specific radio time buys and special promotions. He/she should also make daily ticket sales count available.
- F) Purchaser will not commit the Artist to any personal appearance or interviews of any type without prior consent of Artist's tour manager.
- G) There will be no signs, posters or any form of advertising on or near the stage without prior written consent of Agent for FC.

#### Section VI | Performance Requirements Stipulations

A) Except where specified, all performances hereunder shall be held indoors and shall not be subject to cancellation due to weather conditions. With respect to performances outdoors, Purchaser must provide a suitable roof for stage and stage wings to protect against weather and must further provide for adequate ground on all instruments and electrical equipment to prevent electrical hazards.

- B) Artist's obligations to furnish the entertainment until referred to herein are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, acts of God, riots, strikes, labor difficulties, epidemics and any act or order or any public authority or any cause, similar or dissimilar, beyond Artist's control. Artist shall assume no liability due to cancellation for any aforementioned.
- C) In the event of riots, strikes, civil disorders, or acts of God or any similar/ dissimilar events, which could cause damage to life or property of either Fran Cosmo (Artist), Artist's crew or audience, Artist shall cancel this agreement without liability. However, if Artist is ready, willing and able to perform hereunder, no force measures or other event shall relieve Purchaser of his obligations hereunder.
- D) Artist is executing this agreement as an independent contractor and not an employee or agent of Purchaser. This agreement does not constitute any partnership or joint venture between Artist and Purchaser.
- E) No provision contained in any concert half lease or other agreement between purchaser and any other third party shalf be binding on Artist.
- F)—Purchaser hereby agrees to indemnify and hold harmless Artist from and against any claims, costs, damages, liabilities and judgments arising out of or connected with any claim by a third party.
- G) Purchaser shall have the place of performance available to Artist and crew a full ten (10) hours prior to the start of engagement. All instruments and equipment owned by Artist are to be used by the Artist exclusively for the performance hereunder. No other person shall be permitted to use the same.
- H) No portion of the performance may be recorded, filmed or taped/embodied in any form for the purpose of reproducing such performances without prior written consent from Artist.
- I) Artist shall have sole and exclusive control of: All sound production, all lighting production, all staging and all wardrobes are specifically agreed and understood that Artist's sound engineer shall have sole and absolute authority in mixing and controlling all sound equipment during performance. Artist lighting director shall have the same authority in cueing and/or operating all lighting equipment, including house lights, follow spots, stage lights, etc. during performance.

- J) PERFORMANCE REQUIREMENTS
  - 1) Length of performance: Artist's performance hereunder shall be up to ninety (90) minutes in length; including encores which will be performed when deemed appropriate by the Artist. Purchaser will assure that the performance will not be interrupted by local curfew, building policies or any similar cause. Any delays of the show (whether caused by supporting act's length of performance, late performance, or any other reason) shall be remedied in the first portion of the program so as not to affect Artist's foil performance times. It shall be Purchaser's sole responsibility to inform all other acts on the program that this is a condition of their performance. Purchaser shall be solely responsible for any overtime charges incurred as a result of the show running beyond agreed time schedule.

#### Section VII | Stage Calls, Schedules, Technical Requirements

- Stage Call: to be advanced by Tour Manager (TIM)
  - o 4 Stage Hands: to load-in, set up, and load-out (preferably with experience)
  - o 6:00PM Dinner call for bands and crew (Unless changed by TIM)
- Sound Check: to be advanced by Tour Manager
  - 2 audio technicians (Monitors & Mains)
- Strike Call: \*\*Immediately after FRAN COSMO Performance\*
  - o 4 Stage Hands: to load-out

\*\*\* It is preferred that loaders and stage hands for stage call and strike call are the same personnel. It is imperative that all stage hands supplied by Purchaser/Venue are NOT DRINKING before, during or after the show. \*\*\*

#### Section VIII | Hotel Accommodations

- 1) Fran Cosmo entourage consists of 8 persons.
- 2) Accommodations will consist of eight (8) Single rooms for two (2) nights at a quality "Four Star" hotel (Holiday Inn, Sheraton, etc.) close to the engagement site.
- 3) Hotel should have an on-site restaurant or food facilities within walking distance. A rooming list will be established with the road manager. (All incoming calls should be asked for by a member's name only.)
- 4) Reservations should be made and confirmed prior to the engagement. All room keys will be picked up at the venue load-in, UNLESS prior arrangements have been made.

1) Transportation Kellet:

Occasionally the host venue will be asked to provide at their cost: One (1) Production Assistant with a Van

This may be needed to help our bus driver rest due to long drives required on tour. The road manager will advance this Item.

#### Section IX | Production Requirements

#### A) SOUND REQUIREMENTS

Please contact Tour Manager at your earliest convenience to advance. It's never too early!

- Professional, first-class, high quality is mandatory.
  - Mixing board with 40 input main house console with 8 sub-mix capability, Midas. Soundcraft, Yamaha PM-4000 or Yamaha M7 CL. PEAVY or BEHRINGER of any kind will NOT be accepted. NO EXCEPTIONS!
  - 2. Four (4) band EQ per channel, 1/3 octave per channel in the house (stereo)
  - 3. House effects to be provided consist of:
    - One (1) digital delay (such as Roland SDE 3000, TC D2, TC2290)
    - ii. Three (3) digital reverbs (such as Yamaha SPX-990, Lexicon PCM 81 or 91)
    - iii. Eight (8) channels of noise gates (Drawmer, KT, BSS or equal)
  - 4. Three way (tri-amp) speaker system with adequate amplifiers to cover venue and deliver 120 dB at 100'.
  - 5. Adequate microphones (SM 58's, SM 57's or better) and boom stands to mic the band according to stage plot.
  - Splitter for monitors, 40 channel monitor console, minimum 8 sub mix capability, 4 band EQ for each channel (monitor board), nine (9) matched bi-amped floor wedges, one (1) tri-amped drum monitor and side fills with adequate amplification and power. 1/3 octave EQ for each mix is required. Fifteen (15) band EQ will not be accepted.
  - 7. Sound system must have four (4) 30-amp 120v power drops.
  - 8. Monitor system will be placed at stage left whenever possible.
- All efforts to secure a sound check prior to opening the doors to the public will be most appreciated.
- Buyer shall provide, at no cost to Artist, experienced sound and light technicians to operate all mixing consoles and light board. This should include a qualified lighting designer.
- All stagehands, loaders, engineers, sound and lighting personnel shall report to Tour Manager at load-in and work at his discretion for Artist's portion of the show.
- B) LIGHTING REQUIREMENTS

#### OUTDOOR PRODUCTION for 3,000-10,000 CAPACITY

- Professional 4 Way Line Array Speaker System (prefer EV XLC or Adamson) to cover 500' depth at 120db. No Club grade speaker systems.
  - Example: 8 EV XLC DVX top boxes and 8 EV DVX Sub boxes...or 12 EV XLC 127 top boxes and 12 EV XLC Sub boxes. Any other system (EAW 850, JBL HLA, EV MT) needs written approval from band.
- 48 Channel FOH Console with 4 band EQ (NO Mackie, Peavey, Soundtech or low-quality consoles)
- FOH Rack with either Klark Teknik or BSS dual 31 Band Graphic EQ (no digital EQ's)
- Three Multi-FX units (Yamaha SFX900, Lexicon PCM70, TC Electronics M-One... or better quality units)
- One Digital Tap Delay with Tap function (TC Electronics D-One, Roland SDE-3000... or better quality units)
- Twelve Channels of Compression (DBX166 or better)
- Four Channels of Gate
- 40X10 Monitor Console with 31 Band EQ on each mix and dual 700 watt or better wedges (No powered monitors, No 1" Horns).
- Bi-Amp Drum Fills of at least 1200 watts each
- Side-Fills of at least a 2 Way Cabinet (No 1" Horns) with at least 2000 watts each.
- Minimum Lighting allowed is 32 PAR 64 Fixtures (1000 watt on Front lights... DYS 600 watt or better on Back lights) with 32 Channel Console and 32 Channels of Dimming. Back lights need to be flown on truss.

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#### HOSPITALITY

Dressing Room Requirements

(12) Bath Towels -No Bar Towels, please

Various flavored hot teas with lemon & honey

- (1) Gallon Orange Juice
- (1) 24-pack of Bottled Water (non-carbonated) iced

Assortment of flavored chips: Doritos, Lays, Fritos

- (2) Assorted Fruit Deli Trays
- (2) Assorted cold cut Dell Trays
- I Large box crackers
- 1 Large box whole wheat crackers
- 2 Loaves of bread (1 of each: white, wheat)
- (1) 12 pack Dr. Pepper Iced
- [1] 12 pack Mountain Dew Iced
- (1) 12 pack diet Dr. Pepper iced
- (1) 12 pack Pepsi iced
- -12) 12 pack Cerona Light
- 11) 12 pack Ametel light
- [1] 12 pack Heineker
- (2) Bottles of Red Wine-

Please include all necessary utensils, condiments and napkins.

One [1] large cooler of ice

\*\*8 people will be in attendance\*\*

Dinner is for 8 people—to be arranged by tour manager. Time will be specified on the day of the show.

Dinner buy outs are acceptable—\$30 x 8 = \$240 in US dollars

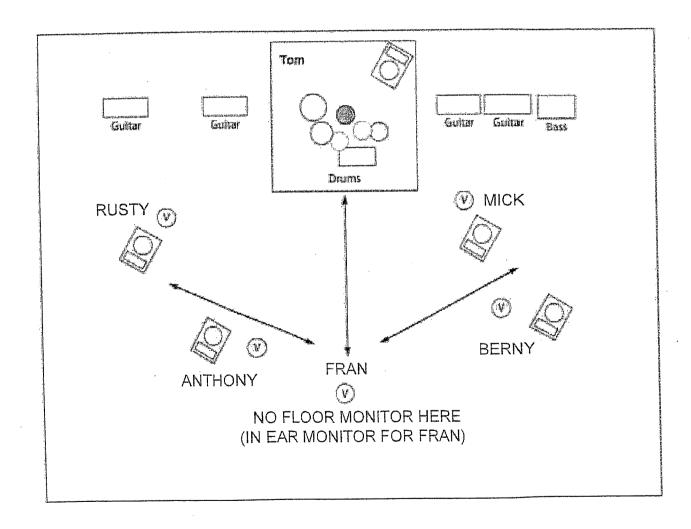
NO SUBSTITUTIONS OF THIS LIST ARE ACCEPTABLE WITHOUT CONSENT OF FRAN COSMO former lead singer of BOSTON

#### CONTRACT ALTERATION

- A) It is hereby understood and agreed that the PURCHASER shall not add to, delete from or make any alterations in the Contract/Rider without prior communication and written agreement from ARTIST's agency. Any attempt to alter this agreement by PURCHASER will act as a waiver of all rights of purchase but will leave all liabilities of PURCHASER in place.
- B) This agreement cannot be assigned to any person, firm or corporation.
- C) Under no circumstances will the venue be changed or moved without written consent of ARTIST of agency. Any attempt to violate will be considered a contract alteration.

AGREED & ACCEPTED BY:	AGREED & ACCEPTED BY:
PURCHASEB/	
GREE BILLERONS	
PURCHASER (please print name)	DATE
1-25-2014	
DATE	

#### STAGE PLOT



#### **GUITARS**

ONE MESA BOOGIE TRIPLE RECTIFIER HEAD WITH 4X 10 CAB THREE MARSHALL 2000 DSL HEADS WITH THREE 4X12 CABS GUITAR STANDS 5 9 1/4 INCH GUITAR CABLES 1 TUNER BOSS 2 WIRELESS SHURE GUITAR SYSTEMS

#### BASS

AMPEG SVT 1000 HEAD OR EQUAL VALUE

DRUMS (MAJOR BRAND: YAMAHA. DW, PEARL)
SNARE, KICK,ONE 12" RACK, TWO FLOORS 14" and 18", 5 BOOM STANDS
DW 2 LEGGED HI HAT FOR DOUBLE KICK, QUALITY ZILDJIAN CYMBALS
3 CRASH AND RIDE, THRONE, DRUM KEY, DW BASS PEDAL

**KEYBOARD STAND** 

# 

Also Featuring

ANTIFIENY EISME Former Buffarts of Boston