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2008 PERFORMANCE / TECH RIDER

All terms and provisions contained herein, are integral and binding parts of the face of the agreement.

- A) ADVERTISING: PAPA DOO RUN RUN's name and/or likeness will appear in all ads connected with the event(s) named in the agreement, in the first position and 100% size.
- B) TRANSPORTATION / ROOMS: If AIR TRANSPORTATION is a provision of the agreement, unless otherwise indicated, PAPA will make their own travel arrangements and upon approval will invoice purchaser for such travel. If purchaser is to provide tickets, flights must be on AMERICAN, UNITED, or DELTA AIRLINES ONLY. Costs will include all taxes and fees, and may include up to \$500 in excess baggage charges. Flights with total travel time over 5 hrs. duration must be First or Business Class. Flights under 5 hrs. must be at least Full Coach class. Coach tickets must be upgradeable and fully refundable without penalty. All mileage points accrued will be the property of the individual flyers. All flights must be to and from locations and at times convenient to PAPA.

<u>If</u> HOTEL ROOMS are a provision of the agreement, they must be prepaid (including all taxes, gratuities, parking, and related fees), located at the venue hotel, and reserved under the individual names of the band and crew. Early check-in and/or late check out may be required. Non-smoking, king single rooms should be reserved for the following:

Band: Don Zirilli, Jim Rush, Bob Gothar, Adrian Baker, Edward Fox, Jeffrey Foskett. Crew: Ronald Romero, and Nick Cruz. (These 2 names will change from time to time).

Per Diem. For events requiring a 2 or more night stay, PAPA requires Per Diem of not less than \$50 per man per day. In hotels which offer it, a "Meal Plan" of not less than 2 meals per day may be in lieu of Per Diem.

If GROUND TRANSPORTATION is a provision of the agreement, it must be either a 12-15 passenger air-conditioned private van, or 2 mini vans, or 2 limos, with English speaking drivers. Said transportation will display a sign denoting "PAPA DOO RUN RUN", and will meet band members and crew at the baggage claim for their particular flights. If, for some reason, performance venue and hotel are not one and the same, then ground transportation must be provided between the two, at times convenient to PAPA.

<u>If</u> reimbursement for plane tickets, hotel, ground transportation, meals, or other reimbursable expenses is indicated, it will be immediate upon receipt of invoice. Reimbursement and/or costs of above are not subject to any agency commissions.

C) ACCESS TO VENUE: A clear access to the load-in area is required at least FOUR (4) hours prior to the time the audience is to be admitted. If catered equipment is indicated, check with rental companies for required access time. Delays in starting performance due to failure to provide clear access is purchaser's sole responsibility.

If load-in area is a soft deck (gravel, lawn, sand, etc.), purchaser will provide a plywood walkway 1" thick x 36" wide the entire length of such soft deck. Lights in the loading and stage areas shall remain ON until load-in/out is complete.

Purchaser will provide parking, as close to the stage as possible, for the equipment truck (30'L x 8'W x 12'H), and up to five additional vehicles at no cost to PAPA.

Loaders, technicians, and sound/light personnel will work under the direction of PAPA's crew chief. Lack of cooperation, and nonprofessional attitudes, will not be tolerated. Purchaser is responsible for procurement of any required union loaders, and/or technicians, and their compensation due, when required.

PAPA and their accompanying personnel shall be allowed COMPLETE ACCESS to stage, backstage, and performance areas. If necessary, purchaser will provide back stage passes, badges, or other identification to allow access.

- **D) DRESSING ROOM:** Purchaser will provide a separate private dressing room (or motor home), with electrical outlets, and comfortable seating for 10 people, near the stage. It should be made available from load-in thru load-out, and be a no smoking area. In most hotel situations, an additional sleeping (or hospitality) room, or nearby meeting room (preferably with bathroom / shower facilities) will serve as a dressing room.
- **E) REFRESHMENTS:** Purchaser will provide refreshments for the band and crew (10 people total) from load-in thru load-out. At load-in: a CASE of Calistoga, Crystal Geyser, or other non-sparkling bottled water, is required at the stage. At sound check: (or two hours prior to doors opening, whichever comes first) catering is required in dressing room or other suitable area. Suggestions include: A hot meal chicken, fish, pasta, or other low fat hot entree (no red meat please), salads, fruit, veggies, desert items, soft drinks (please include caffeine-free beverages), juices, coffee (cream & sugar), water, ice, cups, glasses, plates, and utensils. Please avoid deli-trays unless there is no other option. The band would rather have a few pizzas and a bucket of chicken than another deli tray. REFRESHMENTS ARE TO REMAIN IN THE DRESSING ROOM AREA UNTIL LOAD-OUT IS COMPLETE.
- **F) STAGE:** The stage is to be a sturdy, single level platform, at least 20'D x 40'W x 2'H. A carpeted drum riser (8' x 8' x 2') is recommended at center stage. 10 cloth towels, and a case (12-1.5L bottles or 24-0.5L bottles) of Calistoga, Crystal Geyser, or other non-carbonated bottled water are required on stage at load-in.

The stage is to be set, in place and free of encumbrances when the crew arrives for load-in. PAPA's band gear placement will take first priority over decor, podiums, opening acts equipment, etc. Any delay in starting performance due to incomplete staging is purchaser's sole responsibility. If there is to be a dance floor, it is to be centered, directly in front of the stage, with no obstruction (tables, decor, etc.) between stage and dance floor.

If necessary, purchaser will provide electric fans, and/or heaters on stage to assure that stage temperature does not rise above 105 degrees F nor fall below 45 degrees F. If temperature exceeds either limit, PAPA will have the option to postpone, cancel, or curtail their show, with no effect to compensation.

Storage for equipment cases is required. It should be a 15' x 15' area, near the stage and out of sight of the audience. If stage is outside, purchaser shall provide plastic covers to cover all equipment and stored cases. A roof or cover over the stage area is recommended. Weather damage to equipment and stored cases, including but not limited to rain, wind, snow, hail, and excessive heat, is purchaser's responsibility.

G) POWER REQUIREMENTS: PAPA requires a POWER DROP BOX supplying at least eight (8) 20 AMP outlets @ 115V AC each, all on separate circuits, for PAPA's exclusive use. Power failure, delays in performance, and/or damage to equipment or personnel due to faulty electricity is purchaser's sole responsibility.

H) GENERAL TERMS AND CONDITIONS:

- 1) COMPENSATION will be paid in U.S. dollars, in cash, or certified or institution check, payable to: PAPA DOO RUN RUN, and DELIVERED to Don Zirilli (leader- keyboardist) in a sealed envelope, at, or immediately PRIOR TO PERFORMANCE. Agency commissions (if any) will be paid within 7 days after the event, after the balance due check has cleared. Overtime compensation will be invoiced, and is due upon receipt of invoice. Overtime compensation will not be subject to any agency commissions, unless the agent is present to negotiate the additional time. Local taxes and fees be added to the balance due so as to NOT affect any compensation due PAPA.
 - 2) Please designate one person to be a liaison between band & client.
- 3) Please have a time schedule ready when the band arrives. Unless specified otherwise on the face of the agreement, PAPA's show will be 120 performance minutes in length (not including breaks). Recommended set lengths are: (minutes) 60/60, 30/90, 30/60/30, 40/40/40, 30/30/30/30. PAPA will not perform longer than 100 consecutive minutes (90 min. show + 10 min. encore) without an intermission. Overtime, when applicable, will be billed on a pro-rata basis, based on the performance fee on the face of the agreement.
- 4) NO MIMES! Mimes, jugglers, unicyclists, and other circus type acts are to be kept off the dance floor, and at least 50' from the stage during PAPA's performance. The same goes for beach balls and other flying objects. Damage to personnel, equipment, fixtures, clothing, glassware, etc. due to flying objects, is purchaser's sole responsibility. Additionally, carnival type games, Karaoke booths, noisy décor, and catering stations, etc. are to be positioned at least 100' from the stage and will not interfere with audience sightlines or ability to clearly hear the performance.
 - 5) NO LIMBO! PAPA DOO RUN RUN will not perform for, or during a "limbo contest".
- 6) PAPA DOO RUN RUN is a 60's / 70's rock band and does not play "dinner " or "background" music. Please do not ask the band to play quietly as guests enter and have dinner. Unless the event is a "dinner show", PAPA will not perform while guests are still eating. Prerecorded music will be provided if requested for no additional charge.

- 7) Stage sharing: If PAPA is to share the stage with another act, DJ, awards ceremony, etc., PAPA's equipment shall have first priority in stage position, and will not be moved without PAPA's permission.
- 8) NO SURPRISES! Please don't surprise the band with opening acts, comedians, Elvis impersonators, or other entities which will require stage and/or PA system access. Additionally, PAPA does not make announcements during their show. Save them for intermission.
- 9) Preshow and intermission music, as provided by a DJ, opening act, or sound company, will not include any songs on PAPA's current play list (available on PAPA's web site (www.papadoo.com) or provided at the event). If a DJ is to be used at the event, he will be positioned off stage, or on an unused area of the stage which will not interfere with PAPA's performance. DJ will not use any of PAPA's sound equipment, speakers, wires or electricity particular to PAPA's stage, without PAPA's permission.
- 10) PAPA shall retain the sole, exclusive right to merchandising and the moneys derived therefrom. This includes, but is not limited to: t-shirts, records, tapes, CDs, posters, pins, hats, etc. Unless requested by purchaser, PAPA will not offer merchandising at private, or corporate events.
- 11) The performance will not be recorded or transmitted without the prior consent of PAPA. Purchaser has the right to videotape PAPA's performance for in-house use only. Purchaser will supply a copy of the unedited video to PAPA at no cost to PAPA.
- 12) Purchaser will provide adequate security for personnel, stage, back stage, and parking areas. Purchaser will not allow stage access to audience members. Purchaser is responsible for loss, or damage to equipment, personnel, or vehicles due to inadequate security, or an unruly audience. Even though PAPA carries a \$2M umbrella insurance policy, purchaser is still responsible for their own insurance coverage (liability, etc.) naming PAPA DOO RUN RUN as additional insured.
 - 13) PAPA retains the right to add, subtract, or change band members and crew without notice.
- 14) Cancellation of this event due to acts of nature, illness, epidemic, death, strikes, war, transportation or venue maladies, terrorist acts or threats, or other causes will not effect any compensation due PAPA. Any "rain date" will be negotiated and written apart from this agreement. Purchaser is encouraged to secure "rain insurance" to cover such cancellation.
- 15) The agreement may be rescinded by either party, without cause, by submission of written notice to the other party, not less than 30 days prior to performance date. If purchaser is rescinding party, deposit (or 50% of total compensation if no deposit is indicated, whether it has been paid yet or not) will be forfeited. If PAPA is rescinding party, all moneys paid prior to the date of cancellation will be refunded. If purchaser cancels within 30 days of performance, FULL compensation, including any reimbursement due PAPA, will be due and payable on the date of such cancellation.
- 16) Should there be a disparity between PAPA DOO RUN RUN's performance rider or technical rider (when applicable), and that of another entity (i.e. other act, venue, sound company, producer, agent, etc.), PAPA's rider will take precedence.
- 17) The agreement shall be bound by the laws of California. If an attorney is retained for the purpose of collecting compensation agreed to herein, or for any other litigation concerning PAPA DOO RUN RUN and the event herein, purchaser agrees to pay for the reasonable cost of such attorney's fees.

<u>If</u> sound, and/or lights, and/or stage gear is to be provided by purchaser, the following is required...

PAPA DOO RUN RUN TECH RIDER RENTAL REQUIREMENTS

FOR MORE INFORMATION CALL: DON ZIRILLI (408) 257-2533

PA S	YSTEM					
	1 32 ch mixing board w/ 2 fx send (postfade), 4 stereo submixes, and a stereo house mix.					
	1 32 ch snake, (covered w/ runner stage to board).					
	2 3-way speaker systems, suitable for venue size, including:					
	Amplifiers,					
	Equalizers,					
	Electronic crossovers (or processors).					
	1 House drive rack with:					
	2 SPX-90 (or equivalent) effects processors.					
	1 quad noise gate.					
	1 dual compressor/limiter.					
•	18 Microphones:					
	6 Shure Beta 58 (vocals).					
	7 Shure SM 57 (guitars & drums).					
	5 Senn 421 or AKG D112 (kick & toms).					
	3 Direct boxes (bass & keyboards L/R).					
	1 CD player w/ a selection of CD's (pop, oldies, dinner music).					
	17 Boom mic. stands (or 13 booms and 4 clips for drum mics).					
	1 Desk mic. stand (kick).					
	ALL APPROPRIATE WIRES AND CABLES					
MONITO						
	1 32 ch monitor mixing board w/ at least 8 monitor mixes.					
	1 32 ch splitter (monitor/house).					
	2-way floor monitor speakers (1-15" and horn or 2-12" and horn).					
	 500 watt power amplifiers (or 4-stereo 500w per side amplifiers), with appropriate cabling. 1/3 octave graphic equalizers. 					
	(NOTE: May substitute 2-JC 120 or 2-Twin Reverb guitar amps for keyboard monitor mixes 7 & 8					
	(NOTE: May substitute 2-50-120 of 2-1 will Neverb guital amps for keyboard monitor mixes 7 & 0					
BAND G	EAR					
5 , 5	Drums (6 piece kit - Yamaha or Pearl)					
	bass drum 22"					
	snare 5.5" x 14"					
	rack toms: 10", 12", 13"					
	floor tom 16"					
	cymbals: 14" hat, 12" splash, 16" crash, 18" crash, 20" ride.					
	adjustable throne					
	all pedals, stands, and hardware.					
	Keyboards					
	2 Yamaha DX-7 (or DX-7II FD) synthesizers.					
	1 Kurzweil PC88 (or Roland RD 600).					
	PAPA will bring keyboard stand, mixer, pedals, and wires.					
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	Amplifiers					
	3 Fender "TWIN AMP" guitar amplifiers (at least 100 watt with channel switching and pedal).					
	1 Roland JC-120 Jazz Chorus guitar amp.					
	1 Gallien Krueger 800 RB bass amp (or Ampeg SVT-II) with 1-15" AND 4-10" speakers.					
	Guitars					
	4 Fender Stratocaster guitars (prefer white), with guitar straps, and new strings. 1 Fender Jazz or Precision Bass (prefer white) with strap and new strings.					
	The Grace bazz of the distort bass (prefer write) with strap and new strings.					
LIGHTS	& MISC (This is minimum. The more lights the better)					
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	4 Light trees (or a front/rear truss) with at least 8 par 64 lamps/tree (32 lamps total) w/controller,					
	cables, and colored gels: red, gold, yellow, aqua, pink. 4 6 outlet power strips.					
	T U OULIGE POWER SHIPS.					

50' extension cords.

Guitar stands.

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PAPA DOO RUN RUN MICROPHONE INPUTS

CHANNEL / POSITION		STAND	MICROPHONE	SUBMIX / PAN		
			(1st, 2nd, 3rd choices)	(1 vocals, 2 drums L, 3 drums R,		
				4 instruments L, 5 instruments R)		
1.	Kick Drum	Desk boom	Senn 421, RE 20, AKG D112			
2.	Snare	Boom	CS 15, SM 57	2/3 center		
3.	Hi Rack Tom (1)	Boom or clip	Senn 421, D112, SM 57	2/3 3 o'clock		
4.	Mid Rack Tom (2)	Boom or clip	Senn 421, D112, SM 57	2/3 1 o'clock		
5.	Low Rack Tom (3)	Boom or clip	Senn 421, D112, SM 57	2/3 11 o'clock		
6.	Floor Tom (4)	Boom or clip	Senn 421, D112, SM 57	2/3 9 o'clock		
7.	Hi Hat	Boom	SM 81, ATM 405, SM 57	2/3 center		
8.	Overhead (Left)	Boom	SM 81, ATM 4051, SM 57	2 hard left		
9.	Overhead Right)	Boom	SM 81, ATM 4051, SM 57	3 hard right		
10.	Keyboard vocal (Don)	Boom	Beta 58, SM 58, SM 57	1		
11.	Bass vocal (Jim)	Boom	Beta 58, SM 58, SM 57	1		
12.	Rhythm Guitar vocal (Jeff)	Boom	Beta 58, SM 58, SM 57	1		
13.	Rhythm Guitar vocal (Adrian)	Boom	Beta 58, SM 58, SM 57	1		
14.	Lead Guitar vocal (Bob)	Boom	Beta 58, SM 58, SM 57	1		
15.	Drum vocal (Bo)	Boom	Beta 58, SM 58, SM 57	1		
16.	Keyboards (pan LEFT)	-	DI from keyboard mixer	4 hard left		
17.	Keyboards (pan RIGHT)	_	DI from keyboard mixer	5 hard right		
18.	Bass Guitar	_	DI	4/5 center		
19.	Rhythm Guitar 1 (Jeff)	Boom	SM 57, SM 58	4/5 9 o'clock		
20.	Rhythm Guitar 1 (Adrian)	Boom	SM 57, SM 58	4/5 3 o'clock		
21.	Lead Guitar	Boom	SM 57, SM 58	4/5 center		
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22-28.	28. Open. Use for off stage announce, CD, etc.					
29.	EFX return (LEFT ECHO 220 ms @ 30%) Pan hard left.					
30.	EFX return (RIGHT ECHO 250 ms @ 30%) Pan hard right.					
31.	EFX return (LEFT REVERB sma	ll room) Pan	hard left.			
32.	EFX return (RIGHT REVERB)	Pan	hard right.			
MONITOR MIXES						
MIX 1.	(KEYBOARD) Don: Vocal		% others), all 3 guitars, kick, snar	e. hat.		
MIX 2.			6 others except keybd vocal 0%),			
MIX 3.	(RTHM GUIT 1) Jeff: Vocals (100% Jeff, 70% others, 0% bass vocal.					
MIX 4.	(RTHM GUIT 2) Adrian: Vocals (100% Adrian, 70% others), keyboards.					
MIX 5.	(LEAD GUIT) Bob: Vocals (90% Bob, 100% others, 0% bass vocal), keyboards, lots of snare.					
MIX 6.	(DRUMS) Bo: Vocals, slight keyboards & guitars, all drums, heavy kick.					
MIX 7.		eft side of key mi				

(NOTE: May substitute 2 Roland JC 120 or 2 Twin Reverb guitar amps for keyboard monitor mixes 7 & 8).

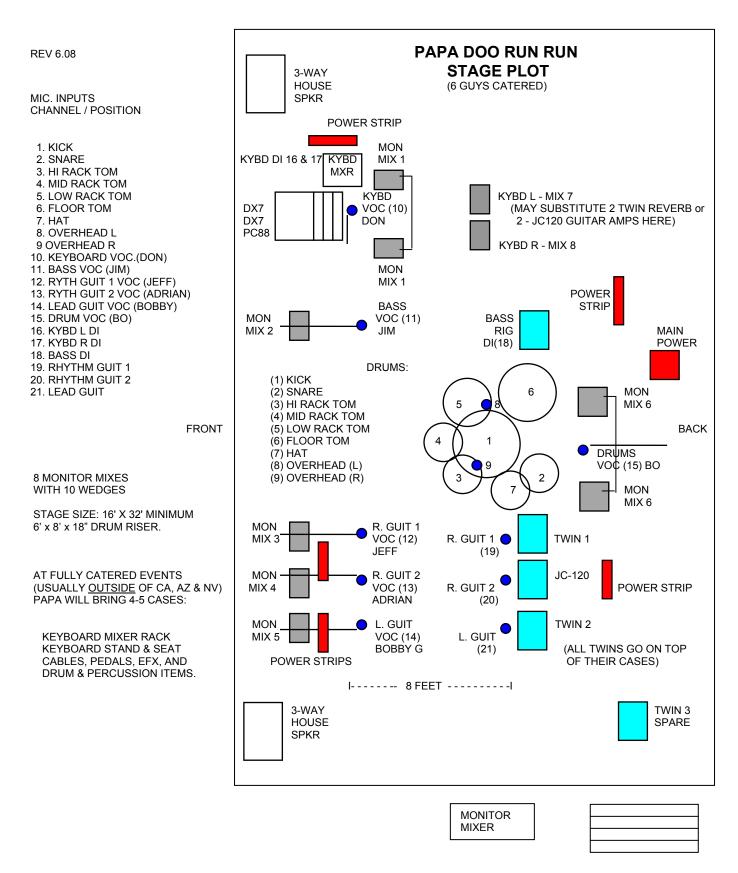
HOUSE MIX

40% instruments, 60% vocals, Heavy kick & snare, with lots of high end (4K), and low end (100Hz) on kick. Small hall reverb on snare and toms.

Only right side of keyboard mix.

Digital delay (stereo echo) on all vocals (L: 220 ms @ 30% / R: 250 ms @ 30%)

MIX 8. (KEYBOARDS R)



STAGE: A SINGLE LEVEL PLATFORM 20'D x 40'W X 2'H (or 16'D x 32'W x 2'H minimum), WITH A 6' x 8' x2' CARPETED DRUM RISER AT CENTER, 8' BEHIND FRONT MIC LINE. STAIRS AT STAGE LEFT.

POWER: A DROP BOX WITH 4-SEPARATE 20 AMP / 115V AC OUTLETS FOR BAND GEAR. SOUND & LIGHTING WILL REQUIRE ADDITIONAL POWER.

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