

### **38 Special Rider 2021 (Revised 07.14.21)**

In connection with the proposed **38 SPECIAL** engagement in \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, this rider sets forth the additional terms and conditions regarding said engagement and is hereby made part of the A.F. of M. contract dated \_\_\_\_\_, 20\_\_\_\_, between **EMINENT TOURS CORPORATION**, f/s/o **38 SPECIAL** (hereinafter referred to as "Artist") and \_\_\_\_\_ (hereinafter referred to as "Purchaser").

Each of the terms and conditions of this rider is of the essence of the agreement and necessary for Artist's performance hereunder. **Those obligations of Purchaser which are to be performed hereunder prior to performance of Artist are conditions precedent which must be performed in full by Purchaser (unless waived in writing by Artist or by Artist initialing the paragraph to be waived) before Artist is required to perform hereunder.** Failure to fulfill any such condition precedent will subject Purchaser to liquidated damages in any amount equal to the full contract price hereunder as well as all costs, including but not limited to attorney's fees incurred by Artist as a result thereof, and other charges including but not limited to any loss of Artist's good will resulting from Purchaser's default. With respect to those obligations of Purchaser which must be performed during and after Artist's performance hereunder, Purchaser's failure to comply with any of the terms contained therein will constitute a breach of this agreement by Purchaser.

#### **I. BILLING AND ARTIST'S APPROVAL**

- A. Artist shall receive 100% sole headline billing in all advertising and publicity, including, but not limited to radio and television commercials, newspapers, trade ads, fliers, posters, marquees, programs, etc., unless otherwise stated on the face of the attached contract.

The name **38 SPECIAL** or any of its individual members may not be used or associated, directly or indirectly, with any product or services without the prior consent of the Artist.

Purchaser shall not commit Artist to any personal appearances, interviews or other types of promotion without prior consent. (This includes bringing contest winners backstage.)

In all print, advertising and promotion, Purchaser agrees to use artwork or photos as supplied by Artist. Please contact **Kenn Craig or WME** for photos, bios, etc. Any old photos, bios, etc. you may have on file from previous tours should be destroyed.

Purchaser is to receive no more than ten percent (10%) of the billing given Artist in all advertisements.

Purchaser shall neither represent nor permit to be represented to any third party that Artist's appearance at the engagement is co-promoted or co-sponsored by any commercial product or service (including, but not limited to, any newspapers, radio or television stations) without prior approval of Artist.

Purchaser shall not place any advertising prior to approval by **Kenn Craig** of same. **Any advertising that is placed without prior knowledge will not be honored at settlement time. Artist requires a complete schedule of print, radio and television advertising to be submitted to Kenn Craig, prior to placement of schedule. If schedule is not provided beforehand, artist does not assume responsibility for expenses incurred by purchaser with respect to said ad schedule if budget is structured accordingly.**

Artist shall have approval of all acts on the show, their compensation, set time, billing, equipment placement, lighting, backdrops, length of set (encore included), etc. It is the Purchaser's sole responsibility to inform all other acts on the program that this is a condition of their performance. **There shall be no MC, announcer, etc. without Artist's prior approval.** At no time will more than one act precede Artist, unless, prior permission is given by Artist. Artist shall have the exclusive control, creative and otherwise, over the means and methods employed in fulfilling the

Artist's obligations hereunder in all respects and Purchaser agrees to comply with all of Artist's directions in connection therewith.

## **RECORDING**

No recording, either audio or visual, INCLUDING DRONES, may be made of Artist's performance by any method whatsoever without prior consent of Artist.

No transmission by radio, television, closed circuit, direct wire, film or any other method whatsoever may be made without prior consent of Artist.

Purchaser is responsible for ensuring that no member of the audience is permitted to enter the auditorium in possession of any means of reproducing Artist's performance, be it audio or visual, without the prior consent of Artist.

## **MERCHANDISING REQUIREMENTS**

Artist requires a VENUE provided seller unless otherwise stated in writing. The Purchaser agrees to provide the Artist with a competent adult, experienced in merchandise sales, with knowledge of credit card machine operations. For ALL shows, 38 Special will require FOUR - 6' foot tables. The area will also need to be well lit and electricity and adequate lighting supplied to the immediate area. IF this is an outdoor event, a 10' X 10' tent must also be provided exclusively for 38 Special merchandise use. Venue seller will take instruction solely from the Artist Road Manager on the day of show.

Purchaser agrees that the Artist and/or their merchandise representative shall have the sole and exclusive rights to sell at the Artist's performance T-shirts, jerseys, programs, hats or any other souvenir items or products containing or having inscribed thereon the name of the Artist and/or any logo, picture, Artist's likeness or sketch thereof, and the receipts therefrom shall belong exclusively to Artist.

Purchaser agrees that no other merchandise of any type, whether related or non-related to the event, will be sold without the express written consent of Artist.

It is the Purchaser's and the venue's responsibility to see that no unauthorized merchandiser sells unauthorized products on the day or evening of the proposed engagement within a 100-yard perimeter surrounding the venue. In the event the Purchaser or venue allows unauthorized merchandise in the likeness of Artist, Artist's name or logo to be sold, the venue will be held strictly liable for all losses incurred. Purchaser shall, if the applicable laws permit, at the request of the Artist's representatives, file criminal charges on the Artist's behalf against any persons or firm selling such unauthorized merchandise.

Purchaser agrees that the merchandising representative of the Artist shall have access to any hall facilities needed in connection with the sale of merchandise.

**Purchaser agrees to receive no percentage of any moneys from the sale of Artist merchandise unless otherwise agreed upon in writing by Artist and Purchaser.**

## **FINANCIAL DETAILS**

**Payment:** In accordance with the terms stated on the front of this Agreement, Purchaser shall pay fifty (50%) percent of the guaranteed price upon signing this Agreement, by Purchaser, in cash or by certified check only to **WME**, at least thirty (30) days prior to the engagement date. The balance shall be paid to Artist by **certified or cashiers check** payable to **EMINENT TOURS CORPORATION**. prior to the show or before the date of the engagement. Purchaser shall retain proof of deposit (i.e., canceled check or receipted copy) and have such proof available at settlement.

### **Tickets:**

Purchaser shall not distribute complimentary tickets, shall not discount tickets and shall not offer tickets as a premium or part of a package or series of concerts, unless approved in writing prior to the date that tickets are to go on sale, by EMINENT TOURS CORPORATION. Furthermore, no premium charges for day of show purchase will be permitted unless approved in writing prior to the date that tickets are to go on sale, by EMINENT TOURS CORPORATION.

Purchaser warrants that tickets for the engagement will be scaled at the following prices and that Purchaser will not otherwise scale the ticket prices except with the prior written consent of EMINENT TOURS CORPORATION.

\_\_\_\_\_ tickets at \_\_\_\_\_ dollars each  
\_\_\_\_\_ tickets at \_\_\_\_\_ dollars each  
Capacity: \_\_\_\_\_  
Gross Potential: \_\_\_\_\_  
GA or Reserved: \_\_\_\_\_

**Selling of Tickets:** All tickets shall be placed on sale on the same day and at the same hour. No tickets are to be withdrawn (except as provided below) or held for later sale without the prior written consent of EMINENT TOURS CORPORATION.

**Settlement, Complimentary Tickets & Related Matters:** With respect to the performance where the compensation includes or consists of a percentage of receipts, the following shall be in effect: Notwithstanding anything to the contrary contained herein, unless otherwise expressly specified herein as a percentage of the receipts, the compensation set forth on the first page of this agreement shall be deemed to be a multiple of the capacity of the place of engagement times the ticket price(s) set forth on the first page. If the actual capacity and/or ticket price(s) is higher than those set forth on the first page, then the compensation payable hereunder shall be automatically increased to reflect such greater capacity or higher ticket price, as the case may be, and Purchaser shall pay such higher compensation to Artist promptly following the engagement.

All percentages or receipts provided for herein shall be paid in full, in cash, to Artist. Artist shall be compensated for all seats for which there is not an unsold ticket on hand minus the complimentary tickets (as described below).

EMINENT TOURS CORPORATION. shall have the unrestricted right to designate its representative to enter the box office at any time before, during or after the engagement to examine and extract Purchaser's box office records to verify compliance by Purchaser with its obligations set forth in the Agreement. Purchaser shall have on hand at the engagement for counting verification by the representative of EMINENT TOURS CORPORATION all unsold tickets. If Purchaser wishes to prepare tickets other than those on the ticket manifest, Purchaser shall first secure from EMINENT TOURS CORPORATION. its approval of the printing of such tickets. Where sales exceed manifested tickets and additional tickets (i.e., roll tickets) authorized by Artist are sold, Purchaser shall prepare a separate manifest and retain in Purchaser's possession the first ticket of said roll to be presented to EMINENT TOURS CORPORATION's representative at the settlement. The separate manifest of such additional tickets shall be signed by a representative or officer of Purchaser.

Purchaser shall in any event be responsible to pay EMINENT TOURS CORPORATION. its percentage of the ticket manifest value of every seat occupied within the place of performance whether paid or complimentary, except for the following:

20 COMPLIMENTARY TICKETS MAY BE RETAINED BY PURCHASER FOR PURCHASER'S OWN USE;

40 COMPLIMENTARY TICKETS FOR EMINENT TOURS CORPORATION. SHALL BE EXCLUDED FROM THE MANIFEST VALUE. IN THE EVENT THAT VENUE IS SOLD ON A GENERAL ADMISSION BASIS, PURCHASER SHALL USE HIS BEST EFFORTS TO ASSURE THAT SEATING OR STANDING ROOM IN A CHOICE LOCATION IS RESERVED FOR ARTIST'S GUESTS. \*\*(60 COMP TICKETS WILL BE NEEDED FOR ANY SHOWS WITHIN 60 MILES OF NASHVILLE, TN, ATLANTA, GA. OR JACKSONVILLE, FLORIDA)\*\*

10 COMPLIMENTARY TICKETS FOR SUPPORT ACT

In accordance with the audio requirements, tickets to be removed from the sound mixer position of the top ticket price shall be withdrawn from sale for the seating of persons actually engaged in the operation of the sound mixer. If the above number of tickets is greater than the number actually required, the difference shall be put on sale at the completion of the positioning of the sound mixer on the day of the engagement.

No discrimination because of race, religion, sex, country of national origin or age shall be practiced, permitted or authorized by Purchaser in connection with the sale of tickets or admission to the engagement.

All ticket stubs and unsold tickets shall be retained by Purchaser for a period of ninety (90) days from the date of the engagement, during which time representatives of EMINENT TOURS CORPORATION. shall have the right to examine them.

Counterfeit tickets and bad checks are the sole risks and liability of Purchaser. No diminution of income arising from counterfeit tickets and/or bad checks shall be charged to 38 SPECIAL, directly or indirectly.

In the event that Purchaser fails to comply with any of the provisions hereof or to take such other steps as may be reasonable to prevent the forging or counterfeiting of tickets, EMINENT TOURS CORPORATION. shall have the right to claim one-hundred (100%) percent of the gross receipts from the engagement. Purchaser agrees to indemnify and hold EMINENT TOURS CORPORATION. harmless from and against any claim, damage, expense or loss which may arise as a result of the sale or distribution of forged or counterfeit tickets.

Any taxes imposed by any governmental authority with respect to the use or occupancy of the place of engagement nor the sale of tickets shall be paid by Purchaser. It is understood and agreed that nothing whatsoever may be deducted from the contract price contained herein or from percentages of receipts due EMINENT TOURS CORPORATION. hereunder.

**Insurance:** Purchaser shall further indemnify and hold EMINENT TOURS CORPORATION. and 38 SPECIAL harmless from and against any loss, damage or expense, including reasonable attorney fees incurred or suffered by or threatened against them in connection with or as a result of any or on behalf of any third party person, firm, or corporation as a result of or in connection with engagement, which claim does not result directly from 38 SPECIAL actual negligence. Purchaser will obtain at its sole cost and expense a policy of insurance against such claims in an amount of not less than One Million (\$1,000,000.00) Dollars for accidental death or personal injury. It will not be necessary for Purchaser to name EMINENT TOURS CORPORATION. or 38 SPECIAL as additionally insured parties. A certificate of insurance and copy of such policy shall be sent to EMINENT TOURS CORPORATION. PO Box 559, Winnsboro, TX 75494 not later than three (3) business days before the date of the engagement.

#### **ACCOMMODATIONS / GROUP ARRANGEMENTS / BACKSTAGE**

\* To advance all hotel accommodations, catering, show times, and transportation contact Kenn Craig at 38SpecialTM@gmail.com

**Hotel Accommodations:** Purchaser to supply one (1) non smoking King Suite and eleven (11) non smoking King Single hotel rooms for two (2) nights or as required by artist and show configuration.

**Flights:** Purchaser to supply a total of 12 roundtrip air fares from each group members home to the closet major airport to venue. Five (5) first class air fares and Seven (7) coach air fares

Band will not fly on prop planes.

**Dressing Rooms:** Purchaser shall provide one (1) large dressing room for the exclusive use of 38 SPECIAL. Dressing rooms shall be clean, dry, well-lit, heated and/or air-conditioned. DRESSING ROOM MUST HAVE A FUNCTIONING BATHROOM. If there is not a bathroom in the dressing room, purchaser must supply a port-o-pot to be brought in and be placed no more than 50 feet from the stage. Any fees charged for port-o-pot rental, will be paid by Purchaser

**Tuning Room:** Purchaser shall provide one tuning room with immediate access to the stage. The tuning room must have adequate electrical outlets as well as being clean, dry, etc.

THE ABOVE-MENTIONED DRESSING AND TUNING ROOMS MUST BE SECURED AT ALL TIMES BY SECURITY HIRED BY THE PURCHASER. THESE ROOMS ARE FOR THE SOLE USE OF 38 SPECIAL AND

THEIR CREW AND ARE NEVER TO BE SHARED OR ENTERED WITHOUT PERMISSION FROM THE TOUR OR ROAD MANAGER.

**Production Office:** A room must be provided, *in addition to the above-mentioned Dressing Rooms*, for use as a Production Office. This room should be in the immediate backstage area. It must be well-lit, heated and/or air-conditioned and have two wall outlets. The Tour Manager and Production Manager must have access to a copying machine and hi-speed internet service throughout the day.

**Parking:** Purchaser agrees to provide adequate parking for one (1) 45-foot tour bus, pulling a 15 foot trailer, (bus and trailer are 60 feet long and 13' 6" tall by 10 ft wide) in a parking area, as close to the stage as possible,. Bus must remain within 100 feet of the stage, from load in to load out. Any fees charged for parking the above vehicles will be paid by Purchaser. See §V. F. regarding security in the parking area.

**Backstage Guests, Passes, Etc.:** 38 SPECIAL may have backstage guests who will be identified by a 38 SPECIAL backstage or guest pass. Sample passes will be presented to Purchaser's chief representative at least one hour prior to show time. Valid passes shall be honored and accepted by security in areas specified by said pass and shall be subject to validation only by personnel of EMINENT TOURS CORPORATION. No passes other than those issued by EMINENT TOURS CORPORATION. will be honored. **No meet and greet gatherings on behalf of Purchaser will be assembled or recognized without prior written contractual approval by Artist. Approved gatherings will be subject to attendance numbers set forth by Artist Tour Manager as will the time and duration of the gathering.**

*MEMBERS OF 38 SPECIAL AND STAFF WILL BE IDENTIFIED BY A LAMINATED TOUR PASS.*

**Security:** Purchaser shall provide, at Purchaser's sole cost and expense, a licensed, qualified security force to adequately patrol the stage, backstage dressing rooms/ tuning room, and parking area where buses and trucks are parked, from arrival until departure of 38 SPECIAL. Security force shall include a single chief representative and shall take action at the direction of 38 SPECIAL's Road Manager.

**Transportation:** Purchaser shall provide, at Purchaser's sole cost and expense, one (1) runner/driver with a fifteen (15) passenger van available and on-site day of show beginning at load-in and concluding at the end of load-out for the exclusive use of 38 SPECIAL's Road Manager to transport tour staff as required. ALL runner schedules will be set by Road Manager on the day of show. Runner should report solely to Artist Road Manager. Van MUST have a functioning air conditioner and heater. Van MUST have a minimum of eight (8) functioning seat belts. Artist requires an experienced driver who does NOT smoke. If group is flying in OR out from a performance, in addition to the (15) passenger van, Purchaser shall provide at no additional charge to the artist (1) cargo van to transport gear to and from airport on travel days as well as to and from hotel and venue on the day of show.

**Please note: Mini-vans are not adequate for the Artists needs and gear being transported**

## **CATERING:**

### **Lunch: 13 PEOPLE 1:00 PM** - Time to be confirmed per advance

Specific menu items can be discussed during advance.

The items below are just initial suggestions:

Mexican taco bar

Grilled Chicken and Burgers

Beef or Pork BBQ

(No pizza or deli trays for lunch, please!).

Condiments and sides to coordinate with main courses, including but not limited to;

Cole Slaw / pork & beans

French Fries

Romaine Lettuce, sliced tomatoes, cheese, organic Dijon mustard, ketchup and mayo.

Salad Bar with a mixture of fresh items such as;

Tossed salad including Kale and Spinach, cucumbers, tomatoes, olives. Oil & Balsamic Vinegar and Ranch salad dressings on the side Fresh fruit, to include: apples, bananas, blueberries and blackberries, when in season Coffee, Milk, spring water, sodas and iced tea.

### **Dinner: 13 PEOPLE 5:00 pm** – To be confirmed per advance

Please bring extra to-go boxes in case we need them.

Two (2) different meats; Roasted chicken, turkey, steak, pork loin / broiled or grilled fish (Salmon or Swordfish).

Two (2) vegetables steamed, boiled or grilled (asparagus, broccoli, squash, zucchini, green beans, snow peas) NO

BUTTER OR SALT added please

Brown Rice or baked potatoes or sweet potatoes

Tossed salad with assorted salad dressings

100% Whole Wheat dinner rolls

Dessert, Iced tea, water, and sodas

**After Show Food: 13 PEOPLE** Food to be on site immediately following show. Time dependent on show. Specifics per advance. Please have menus for local restaurants available if these items are not planned to be sourced from on-site catering.

One (1) steak dinner (cooked medium rare) w/ 1 starch & 1 vegetable

One (1) Dinner portion grilled chicken salad w/ ranch dressing for principle

AND

ELEVEN (11) Cobb Salads W/ ranch dressing for Band and Crew

These dinners can be prepared on site or be provided from an off site restaurant.

OR

Cheese burgers & fries for eleven (11) people (condiments on the side)

OR

Two (2) large pepperoni & Sausage pizzas, thin crust

One (1) sausage & bacon & jalapeños pizza, thin crust

One (1) large cheese pizza, thin crust

One (1) twenty pound bag of ice brought to the 38 Special tour bus

## **CATERING BUYOUT**

Should you be interested in offering a catering buyout for the day, the following are breakdowns based on the above referenced meals ONLY. Please note, 38 Special prefers to have catering provided. Buyouts will only be considered when limited resources are evident.

Meal buyouts must be presented in cash upon arrival on the day of show.

LUNCH Buyout - 13 people x \$15 = \$195  
DINNER Buyout - 13 people x \$25 = \$325  
AFTER SHOW Buyout - 13 people x \$10 = \$130  
ALL MEAL Buyout - \$650

## **HOSPITALITY and DRESSING ROOMS**

Twenty (20) plastic solo cups  
One (1) eight oz bottle of liquid hand sanitizer  
2 rolls of paper towels  
1 box of Kleenex tissue  
One - 4 packs of Starbucks Frappaccino, Mocha coffee drink  
One - 6 pack of Monster ZERO SUGAR energy drink  
1 large bag of Hershey's miniatures assorted candy bars  
Two - 20 pound bags of ice  
2 cases (48) of bottled water - Dasani / Nestle  
Twelve (12), clean and washed new towels (6 large black bath towels and 6 small black hand towels)  
One - 4 pack Perrier water  
One - 6 pack Smart Water  
One - box of Throat Coat organic herbal tea (this is a MUST)  
One - 18 pack Bud Lite LIME in bottles NO CANS  
One - 6 pack Bud Lite in bottles NO CANS  
One - 6 pack Budweiser in bottles NO CANS  
Two - bottles *Kendal Jackson* Chardonnay (white wine)  
One - 6 pack Root Beer in cans  
One - 6 pack Coke in cans  
One - 6 pack *Gatorade G-2* (Outdoor shows only)  
One - 6 pack FIJI spring water large bottles  
Two - gallon jugs spring water  
One - box of Original flavored Triscuits  
One - box of QUEST Protein Bars - Chocolate Sea Salt  
One - box NATURE VALLEY Protein Bars - Coconut flavor  
One - box of CLIF Bars - Sweet & Salty Dark Chocolate, Almond and Sea Salt  
One - package of paper Hot Cups w/lids for coffee  
One - box of Breakfast Blend Coffee K-Cups (12 cups minimum)  
One - box of Caramel Drizzle Coffee K-Cups (12 cups minimum)  
One - large bag of Doritos, any flavor

**Dressing Room** 6:00PM - Time to be confirmed per advance

### **For service of 12 people**

Assorted Cheese/cracker/olive/ hors d'oeuvre tray  
Chilled shrimp with cocktail sauce  
Assorted veggie tray with dip  
One container of Sabra Hummus - plain  
One large bus tub filled with clean drinking ice

## **HOSPITALITY and DRESSING ROOMS - BUYOUT**

Should you be interested in a Hospitality / Dressing Room buyout for the day due to limited pre-show prep, you are welcome to discuss this matter during your advance. Hospitality Buyout is \$250.00

**PRODUCTION** – Please visit our advance web page at [www.38SPECIAL.com/advance/](http://www.38SPECIAL.com/advance/)

Please fill in info on advance web page ASAP and a 38 Special representative will contact you to advance details of the show.

**38 Special Production Manager is:**

**Noah Hungerford**  
**38 Special PM & LD,**  
**cell#: (904) 415-2907**  
**38SpecialPM@gmail.com**

FOH Engineer is John Livoti – cell # 904-728-2447

**Sound and Lights:**

Purchaser shall provide a professional quality stereo sound system adequate for the room, preferably flown:

**Preferred systems: Meyer, L'Acoustics, JBL, McCauley, D&B, Adamson**

- Top box and sub count TBD per production advance
- System to be capable of 110dB SPL without distortion at mix position.
- Minimum of (4) front fill speakers across the downstage edge of the stage

**\*\*SUBS MUST NOT BE STACKED ON THE STAGE**

**F.O.H. System:** F.O.H. Console must be one of the following:  
AVID Profile (preferred), S6L, SC-48, YAMAHA CL-5, PM 7, PM 10, M-7 CL,  
Anything else must be cleared in advance by the Production Manager  
38 will require input head and snake from stage to F.O.H.  
Two (2) clear-com stations: from F.O.H. to Monitor Console  
Talk back mic from FOH to stage  
Qualified A2 as system tech on show day

**MONITOR SYSTEM.** 38 Special carries their own monitor console and wedges, *will require dual 18" drum sub(s)*

**STAGE POWER.** 38 Special carries a PD for stage power (*located stage left*), and quad-drops for all stage positions. Audio vendor / house to provide feeder and cabs to reach monitor world (single phase).

**\*\*\*EXCEPT on fly dates.**

- \*On fly dates, 38 Special requires the promoter to also supply:
  - \*Digico SD-9 digital monitor console.
  - \*Two (2) matching bi-amped wedges with 2" drivers (anything else is unacceptable)
  - \*One (1) dual 18" drum sub or two (2) Buttkickers on drum throne.
  - \*All cabling and sub-snakes to accommodate 30+ input channels (see advance web page: [38special.com/advance/](http://38special.com/advance/))

**NOTE:** All lows to be powered by no less than 500 watts per speaker; All highs to be 2-inch drivers;

**BACKLINE.** 38 Special carries all backline except on fly-dates. **FOR COMPLETE FLY-DATE RENTAL REQUIREMENT LIST** please contact 38's Production Manager.

**LIGHTING.** Lighting requirements are evaluated and updated before each touring year; please reference updated lighting plot(s) at: [www.38special.com/advance/](http://www.38special.com/advance/)

**ALL alterations to lighting plot, fixtures, or console to be cleared with 38's production manager.**



**No generic/ knock-off fixtures, consoles, or spotlights will be accepted.**

38 Special carries GrandMA 2 Light; local patch sheet (if applicable) must be available by advanced load-in time. Fixture personalities for MA2 (if applicable) must be available upon request.

Per Lighting Plot(s), 38 Special will also need:

Four (4) spotlights (Lycian 1275, etc. or better) in complete working order, and w/qualified spotlight operators.

Five (5) clear-com stations for L.D. and spot operators (ClearCom or Telex ONLY)

Six (6) floor LED pars (per plot) at riser line

Four (4) Martin Atomic 3000 LED Strobes, to be strung along backline, not flown. Gels – 2 cuts of Lee 119 (BLUE) and 2 cuts of Lee 26 (RED)

Enough channels dimming to make conventional portion of lighting function properly.

Two (2) 20amp Edison circuits terminated upstage of riser line (fog machines)

Two (2) stage hazers (Radiance, BaseHaze, DF50s, etc...)

Qualified L2 as system tech on show day

**NOTE:** HEAVY FOG and STROBES will be used during 38 Special's show.

**NOTE:** If conventional plot is used, no less than 60 conventional par fixtures or LED par fixtures will be acceptable under any circumstances.

Unless an adequate upstage LED video wall is available for use, Artist requires a 40' curtain truss on chain motors, hung 4' upstage of rear truss or 40 foot standoff pipe attached to the rear lighting truss for use in hanging 38 SPECIAL backdrop. If not possible, 40' pipe, four (4) span sets w/pulleys (hung on rear truss), four (4), 80' rigging ropes, and adequate stanchions or weights to tie off to must be provided. (contact Noah Hungerford, LD & PM, for more detail if necessary)

**Stage:** There shall be a solidly built stage with minimum dimensions of 60' wide by 40' deep; if less than 60' wide, 12'X24' wings shall be available. The stage must be at least 5' high. Sound wings (if applicable) shall be 12' wide by 24' deep. *If not flown, it is imperative that the **PA is NOT stacked on the stage.** The stage must be level and must be constructed of quality staging materials capable of evenly supporting 2,500 lbs. per 8'x 8' section. It is imperative that the surface be completely smooth and without any holes, separations, or obstructions whatsoever.* The front of the stage is to be masked in black, including sound wings. Whenever this is not possible, it must be painted black. No sound or light gear is to be on the stage. Stage: 38 Special requires 40' by 32' feet of unobstructed stage space. Wings: 38 Special requires a minimum of 8'X8' Monitor world and 10'X10' Guitar world stage left, and 10'X10' Guitar world stage right, unobstructed.

\*\* 16' ramp(s) or forklift w/qualified operator shall be provided (if applicable) to move gear onto the dock or stage. (TBD)

**NOTE** – On any outdoor show, a StageLine SL320 (or comparable) with 12'X24' covered wings is the MINIMUM staging requirement, any smaller stage must be approved in advance by the Production Manager. 38 Special stage MUST have a roof that covers the entire performing area of the stage. Also, 38 Special monitor world, stage right and 38 Special guitar worlds stage left and stage right, must also be covered with three (3), 10' by 10' tents (or covered wings).

**Mixing Position:** Artist requires an eight foot (8') wide by eight foot (8') deep by one foot (1') high riser for the FOH sound position, with one (1) eight foot (8') cafeteria table and four (4) chairs to be placed on the riser. Eight foot (8') wide by eight foot (8') deep by two foot (2') high riser for Lighting position directly behind FOH sound riser, with one (1) eight foot (8') cafeteria table and two (2) padded office chairs to be placed on the riser. The mix platforms will be placed in the center of the house, one hundred feet (100') from the center of the stage.

**Call Times:** All call times to be determined during phone advance or via email by 38 Special Production Manager:

**Stage Personnel:** Purchaser shall provide the following personnel at his sole cost and expense:

**AT LOAD IN:**                   **One (1) Stage Manager/Production contact, to be available  
all day**  
  One (1) Electrician  
  Eight (8) Stagehands (2 to be loaders)

**AT SHOW CALL:**               Four (4) Spotlight Operators  
  Four (4) Men on Deck (for set change, if applicable)

**AT LOAD OUT:**                 Eight (8) Stagehands (2 to be loaders)  
  One (1) Electrician

**Bus Hook-up Requirements:** Purchaser shall provide 100 amps single phase at 120/208 volts (i.e., a total of 200 amps at 120 volts as follows: two (2) 120 volt 100 amps hots, 1 neutral, 1 equipment ground, separate of neutral). This service must be no more than 100' (one hundred feet) from where the buses will be parked and terminated in lugs.

**NOTE:** In the event of a power failure or faulty power supply, Artist will not be required to perform and Purchaser will be liable for full compensation.

A representative of the Purchaser with full authority to make decisions on the Purchaser's behalf must be present at the venue from the first rigging call through the final load out.

**Any technical inquiries regarding sound, lighting and production arrangements should be made during**

**Production Advance:**

**Noah Hungerford  
38 Special PM & LD,  
cell#: (904) 415-2907  
38SpecialPM@gmail.com**

**CANCELLATION**

- A. Artist reserves the right to cancel the engagement not later than thirty (30) days prior to the play date by giving notice thereof in writing to Purchaser at the address set forth in the contract. Further, any failure by Purchaser to fulfill any of the terms and conditions provided herein may result, at Artist's election, in the cancellation of the engagement at any time without any penalty whatsoever to Artist and/or any of Artist's representatives. In the event of a breach of this agreement by Artist, Purchaser's damages shall be limited to necessary out-of-pocket expenses which were directly incurred for the performance(s) covered by this contract. In no case shall such damage exceed \$1,000.00 (one thousand dollars).
  
- B. Artist may terminate this agreement if Artist or any of Artist's musicians shall die, become ill, or incapacitated for any reason, or, if in Artist's or Artist's representative's judgment, performance of the engagement may directly or indirectly expose Artist or any employee of Artist or of Purchaser or any portion of the audience to danger or death or injury by any outbreak of violence, or civil strife of any kind, or, if performance of any of Artist's obligations shall be rendered impossible or impractical by reason of strikes, epidemics, dangerous weather conditions, national or local state of emergency, fire, or other event or condition of any kind or character; or performance of any of Artist's obligations shall expose any member of Artist or Artist's employees, agents, or independent contractors to civil or criminal proceedings of any kind.
  
- C. If this agreement shall be terminated for any other reasons than those referred to in section VIII. A. or B., above, Artist shall promptly refund to Purchaser any amount theretofore paid by Purchaser to Artist pursuant to this agreement, and Artist shall not be liable to Purchaser for any other loss, damage, or expense claimed to have been suffered by Purchaser as a result of such termination.

If Purchaser shall violate any of its obligations set forth in this agreement or shall default with respect to any other material obligations of Purchaser set forth herein, Artist may terminate this agreement without liability of any kind to Purchaser, and Artist shall not be required to refund to Purchaser any amount theretofore paid to Artist pursuant to this Agreement.

THE ABOVE CONSTITUTES THE SOLE, COMPLETE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

*PURCHASER:*

EMINENT TOURS CORPORATION

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

CONTACTS

To advance show, Buyer must go to: **www.38special.com/advance/** and fill in the information completely, immediately following confirmation of date.

**Artist Manager / Tour Manager:**  
**Kenn Craig**  
**Cell phone: 615-545-5059**  
**E-mail: [38SpecialTM@gmail.com](mailto:38SpecialTM@gmail.com)**

**Day of Show MAIN CONTACT – Artist**  
**Road Manager / Merchandise:**  
**Todd Steely**  
**Cell phone: 615-429-3828**  
**E-mail: [38SpecialRM@gmail.com](mailto:38SpecialRM@gmail.com)**

**Day of show MAIN CONTACT - Production**  
**Production Manager / Lighting Director:**  
**Noah Hungerford**  
**Cell phone: 904-415-2907**  
**E-Mail: [38SpecialPM@gmail.com](mailto:38SpecialPM@gmail.com)**

Touring F.O.H. Engineer: John Livoti - Cell phone: (904) 728-2447  
[livoti5@aol.com](mailto:livoti5@aol.com)

Marketing / PR Rep: Craig Campbell  
Campbell Entertainment Group  
[craig@campbellentgrp.com](mailto:craig@campbellentgrp.com)

Business Manager: Kathleen Denney  
Kathleen Denney Company  
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