

108 E. Matilija Street P.O. Box 1821  
Ojai, CA 93024

Tel: (805) 646-8433  
Fax: (805) 646-3367

# PARADISE ARTISTS, INC.

CONTRACT #: 14801

Agreement made this date, Wednesday, November 7, 2001 by and between Carl Giammarese f/s/o (hereinafter referred to as Artist) and City of Mason (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST(S):** The Buckinghams 100% CO-HEADLINE

**VENUE:** Pine Hill Lakes Park 211 Kingsmills Road,  
Mason, OH

Phone:

Fax:

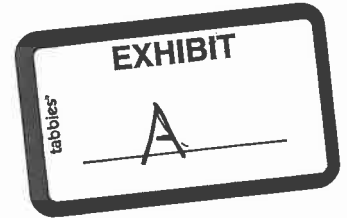
**DATE(S):** Wed. July 3, 2002

Artist to perform one (1) show approximately 60 to 70 minutes in length.

**TYPE:** Festival / Free Show

<b>TICKETS:</b>	<i>Quantity</i>	<i>Grs Price</i>	<i>Cmp/Kls</i>	<i>Deduct</i>	<i>Net Price</i>	<i>Discrptn</i>	<i>No. Days/Shws:</i>	1 / 1
							<i>Show Time[s]:</i>	6:45 PM
							<i>Onstage:</i>	6:45 PM

<i>GP:</i>	\$0.00	<i>Capacities</i>	<i>Merchandising</i>
<i>Tax:</i>		<i>Per Show:</i>	<i>Artist sell:</i>
<i>Net:</i>	\$0.00	<i>Total tkts:</i>	<i>Build sell:</i>
		0	



**TERMS:** \$7,500.00 Flat Guarantee

Artist shall be paid in full rain or shine.  
Buckinghams to open the show. The Grass Roots to close the show.

**ADDITIONAL PROVISIONS:**

Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist, any and all rider requirements.  
Purchaser will provide and pay sound, lights and backline to meet with artists rider specifications; Six (6) single deluxe hotel rooms for two (2) nights; all internal ground transportation. Deposit will be non refundable should any portion of contract or rider be breached by the purchaser. Artist will be paid in full - rain or shine.

**OTHER ACT[S]:** Grass Roots

**PAYMENTS:** \$3,750.00 US deposit to Paradise Artists, Inc. due by: November 23, 2001

Deposit check made payable to:  
**PARADISE ARTISTS**

The balance of the guarantee (\$3750.00) shall be paid to Artist or Artist's representative immediately prior to sound check in cash ONLY.

Paradise Artists, Inc. Bank Wire Information	Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091 202 E. Matilija Street, Ojai, CA 93024
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It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paradise Artists, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paradise Artists, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Carl Giammarese f/s/o  
Buckinghas Music Ltd. Fed ID #: 36-3333489

City of Mason  
Scot Lahrmer

X  
C/O Paradise Artists, Inc.  
108 E. Matilija Street P.O. Box 1821  
Ojai, CA 93024  
BOOKING AGENT: Jim Lenz

X  
202 W. Main Street  
Mason, OH. 45040  
513-398-4233 Fax: 513-398-4319  
CONTACT: Jamie Schorr

Return all copies to: Paradise Artists, Inc.

108 E. Matilija Street P.O. Box 1821  
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# PARADISE ARTISTS, INC.

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Mason, OH

Phone: Fax:

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This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

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Carl Giammarese f/s/o  
Buckingham's Music Ltd. Fed ID #: 36-3333489

City of Mason  
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C/O Paradise Artists, Inc.  
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Ojai, CA 93024

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202 W. Main Street  
Mason, OH. 45040  
513-398-4233 Fax: 513-398-4319

BOOKING AGENT: Jim Lenz

CONTACT: Jamie Schorr

Return all copies to: Paradise Artists, Inc.



This rider is attached to and hereby made part of the contract dated \_\_\_\_\_ between Carl Giammarese F/S/O The Buckingham<sup>TM</sup> (hereafter known as "Artist") and \_\_\_\_\_ (hereafter known as "Purchaser").

All terms and provisions in this rider and in the contract to which it is attached are part of one and the same contract and are referred to herein as the "Contract". No part of this contract may be altered or deleted without the express written consent of:

Susan Rakis  
Technical Manager  
2638 W. 40<sup>th</sup> Street  
Chicago, IL 60632

(773) 254-5090 (phone)  
(312) 416-2932 (fax)  
(312) 909-5890 (Cell)  
(312) 982-9007 (Pager)

1. The Buckingham shall receive 100% "STAR BILLING" in all publicity and advertising including, but not limited to, billboards, flyers, programs, newspaper ads, radio and television ads, etc.
2. Stage must be no less than forty (40) feet wide, by twenty-four (24) feet deep, by three (3) feet high, or a suitable height relative to the venue. A "Carpeted" drum riser twelve (12) feet wide, by eight (8) feet deep, by no less than twenty-four (24) inches high, well secured to the stage and positioned according to the stage plot.
3. A roof, sufficient to provide protection to the stage, the Artist, the Artist's equipment and the Artist's working crew must be provided at all outdoor venues irrespective of forecasted weather conditions. This roof is to be provided at no cost to the Artist, etc.
4. The front of the house (F.O.H.) mix console should be placed two thirds (2/3) of the way back in the house and in front of one stack (right of center). The monitor console, either stage right or left, or if necessary, it may be exposed to the audience. Isolated power to four (4) quad boxes (110 volts/20 amps per box) are required within access of the stage amplifier line.
5. Purchaser will supply an engineer to operate the Front Of House (F.O.H.) mix console unless otherwise notified. A house or sound company employee will mix monitors for both the sound check and the performance(s). In addition, the house or sound company will provide personnel to trouble shoot sound problems during sound check and performance(s).
6. Purchaser will provide two (2) experienced stage hands to assist Artist's equipment manager in setting up, tearing down, unloading, and loading, before and after the performance(s).
7. The Artist will have full access to the place of performance at least four (4) hours prior to the start of the first performance(s). This access should include the venue and the dressing rooms.

## THE BUCKINGHAMS

8. SOUND EQUIPMENT, LIGHTS AND BAND GEAR: Purchaser will provide a first-class real "ROCK-N-ROLL" Public Address System consisting of the following equipment:

A. F.O.H./FRONT OF HOUSE MIX: Thirty-two (32) channels of mix on one (1) main frame console with at least six (6) submixes. (No Multi-Mixing Board Configurations) This console should have at least four (4) effect sends and four (4) bands of EQ per channel. This must be a professional mixing board. (NO Tapco, Peavey or Shure, Please!)

B. F.O.H./EFFECTS/SIGNAL PROCESSING: Effects rack F.O.H. with the following devices:

1. Two (2) 1/3 octave EQs patched into house console left and right.
2. Two (2) DBX 160X compressors patched into house console left and right.
3. One (1) DBX 900 rack compression/limiting/gating.
4. One (1) Lexicon PCM 60 or Lexicon PCM 70.
5. One (1) Yamaha REV 7 or Yamaha REV 5.
6. Two (2) Yamaha SPX 900's or Yamaha SPX 1000's.
7. One (1) Cassette tape deck capable of recording from the front console.

C. F.O.H. SPEAKERS: Speaker stacks (at least TRI-AMPED with no horn loaded mids) large enough to reach a sound pressure level of 115 dB without pushing the front console past +6 with a frequency range of 45hz to 18,500 Hz. This sound pressure level may be measured one-half of the way back in the venue. (+6 and 115 dB momentary only.) Speakers and horn drivers should be JBL, EV or GAUSS. These stacks should be powered by professional power amplifiers, such as Crown, Yamaha, Crest, etc.

D. MONITOR MIXES: Twenty-four (24) channels of mix with at least eight (8) mixes. Each mix out should have its own 1/3 octave EQ.

E. MONITOR SPEAKERS: At least eight (8) floor wedge monitor cabinets with at least four (4) Turbo Sound TMS 3 or acoustical equivalent side fill cabinets and one (1) Turbo Sound TMS drum monitor rig. Monitors should be bi-amped with one (1) 15" inch speaker or two (2) 12" inch speakers and one (1) horn with at least a 1" inch throat.

F. MICROPHONES: Microphones, clips and stands with boom attachments:

1. Five (5) Beyer M88's
2. Four (4) Shure Beta SM 58's
3. Four (4) Shure Beta SM 57's
4. Two (2) Shure SM 81's
5. One (1) Shure SM 94
6. Four (4) Sennheiser MD 421's
7. Two (2) Sennheiser MD 431's
8. Eight (8) Sennheiser MD 421's
9. One (1) Electro-Voice RE 20 or D12E
10. Six (6) Active direct boxes

G. MICROPHONE STANDS:

1. Five (5) Atlas M820 microphone stands
2. Twenty (20) microphone stands (AKG or Beyer)
3. Six (6) tall booms
4. Ten (10) baby booms
5. Twenty-four (24) microphone clips
6. One (1) butterfly microphone clip for wireless microphone

(No goosenecks please! All stands should be in good working order.)

Initial \_\_\_\_\_

THE BUCKINGHAMS

H. LIGHTS: The stage lighting requirements are as follows:

1. Two (2) carbon arc spotlights (or Xenon) with two (2) professional operators.
2. Four (4) color washes focused from stage left and stage right.
3. Six (6) color washes upstage and downstage.
4. Two (2) Three (3) color washes for the drum position.
5. Five (5) color special locations, two (2) instruments per location.
6. These washes should be accomplished with Pars or Lekos as available and specials can be any type of Leko. All instruments must be at least one-thousand (1000) watts. All gel color assignments will be available prior to sound check for arrangement with the Artist's Technical Director.
7. A professional CLEAR-COM system with four (4) positions one (1) at each follow spots, one (1) at the lighting console and one (1) at the F.O.H. console. This is essential!
8. The venue or the lighting company will provide a professional lighting console operator to run the stage lights.

Sound Company: \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_

Light Company: \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_

Stage Company: \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_

Back Line Company: \_\_\_\_\_ Phone( ) \_\_\_\_\_ Fax( ) \_\_\_\_\_

9. ON STAGE/BAND GEAR/BACK LINE: Gear requirements are as follows:

**DRUMS:** One (1) **BLACK** Yamaha **RECORDING** or **MAPLE CUSTOM** drum kit including a 24" kick, a 6 1/2" by 14" snare, 10" and 12" and 13" rack toms, one (1) 16" X 16" and one (1) 16" X 18" floor toms.

**HARDWARE:** Two (2) straight stands, four (4) booms, one (1) high hat, one (1) drum throne.

**CYMBALS:** SABIAN only. Three (3) 18" crashes and one (1) 19" crash, one (1) 20", 21" or 22" ride, one (1) Chinese High-Low (18"/20") and two (2) 14" or 15" High Hats (one (1) pair). One (1) 9 1/2" Black Cow Bell with mounting clamp.

**KEYS:** One (1) USS Apex two (2) tier stand, with one (1) short (standard) tier and one (1) long tier. One (1) Roland KC 500 Keyboard Amplifier.

**BASS:** One (1) Peavey Max Amp with two (2) Cabinets containing one (1) 18" inch and two (2) 10" inch speakers in each cabinet, or one (1) Ampeg SVT with two (2) appropriate speaker cabinets.

**GUITAR 1:** One (1) Mesa Boogie Mark IV simul-class with EQ and a 12" EV speaker, one (1) Fender "THE TWIN" 100 watt amplifier with effects loop, and JBL speakers, or a Marshall 100 watt head, with one (1) Marshall four by Twelve (4 x 12) speaker cabinet.

Initial \_\_\_\_\_

**GUITAR 2:** One (1) Vintage (PRE-CBS) Fender Twin Reverb (IN GOOD WORKING ORDER), with two (2) JBL Speakers, or one (1) Fender "The Twin" 100 watt amplifier with effects loop, and JBL speakers.

**\*\*\*THERE ARE TWO GUITARS PLAYERS\*\*\***

**\*\*\*ALL AMP LISTINGS ARE IN ORDER OF PREFERENCE\*\*\***

**\*\*\*TWIN FENDER SPEAKERS WILL NOT BE ACCEPTABLE\*\*\***

**\*\*\*FOUR GUITAR STANDS\*\*\***

**\*\*\*NO PEAVEY GUITAR AMPS\*\*\***

**ROAD ENGAGEMENTS ONLY:** Please supply one (1) American made Fender Stratocaster with Whammy and strung with Ernie Ball Regular Slinky strings (.010-.046 gauge). Inquiries pertaining to the ARTIST supplying Back Line/Stage Gear should be directed to SUSAN RAKIS, (773) 254-5090. This is an additional service supplied at a competitive price.

10. **SECURITY:** Purchaser will provide, at minimum, five (5) security personnel for the Artist, one (1) positioned at the Artist's stage door, dressing room door, F.O.H. mix console, stage left and stage right at the barrier apron.
11. **BAND PASSES:** Artist will provide laminates with "ALL ACCESS", THE BUCKINGHAMS TM logo and dated with the current year. These will be worn by BUCKINGHAMS' working personnel only.
12. **STAGE PASSES:** Purchaser will provide "Day of the Event" passes marked "STAGE ACCESS" to SUSAN RAKIS or his designated representative. These passes will be issued at the sound check to members of the band, local crew, and security personnel ONLY. The only persons on stage during the Artist's performance(s) are band and immediate crew members.
13. **BACKSTAGE PASSES:** Purchaser will supply "Day of the Event" passes marked "BACKSTAGE" for use of all guests/members of entourage. ARTIST will determine appropriate number of passes required.
14. **V.I.P./GUEST PASSES:** The purchaser shall provide no less than fifteen (15) guest passes per show. These passes will be provided at no cost to the ARTIST. These passes should provide V.I.P. seating in the F.O.H. These passes must be provided in advance of the performance in the form of tickets, or may be in the form of a guest list established at the door.
15. **TRANSPORTATION:** When transportation is provided by Purchaser, it should be in the form of one (1) fifteen (15) passenger van (with the back seat removed) or a comparable vehicle(s). This van will be supplied at no cost to the Artist.
16. **MERCHANDISING:** The Artist shall have the right to sell merchandise in the form of pictures, shirts, buttons, tapes, CD's, etc. Purchaser shall supply a secure display area and table(s) located in front, stage right or stage left, for the Artist's merchandising person. Artist shall have the right to sell such merchandise before, during and after the performance(s). If the Artist approves an autograph session after the performance(s), security will be provided to and from the dressing room and during autographing.
17. **STAGE SET UP:** Eight (8) white towels and four (4) thirty-two (32) oz. pitchers of ice water with ten (10) twelve (12) oz. cups or larger, placed next to the monitor mix fifteen (15) minutes prior to each show or performance(s).
18. **DRESSING ROOM/HOSPITALITY:** Purchaser will provide at least one (1) large lockable dressing room with lavatory and shower facilities. This room should have private access to the stage and be equipped with the following:
  - A. One (1) full length mirror.
  - B. One (1) ironing board with iron.
  - C. Eight (8) chairs and one (1) 4' x 8' table.
  - D. Two (2) keys for the door lock to the dressing room.
  - E. Eight (8) large clean towels for each show (Towels should be placed in the dressing room four hours before the first show or at the time of the load in.)
  - F. One fruit and vegetable tray for twelve (12)
  - G. Cold drinks on ice provided before and after each performance to include one (1) case of bottled spring water, one (1) quart of orange juice, one (1) quart of grapefruit juice, twenty-four (24) cans or bottles of Pepsi, twenty-four (24) cans or bottles of Diet Coke, six (6) cans or bottles of 7up, twelve (12) bottles of beer (Molson, Amstel or Miller), hot coffee and tea (with cream, sugar, lemon and honey).

19. MEALS: Meals should be served in a dining area separate from the dressing room and should be prepared in amounts sufficient to feed twelve (12). (Please note that one band member is a vegetarian.) Artist's Production Manager will indicate which meal to prepare for specific engagements.

Meal Suggestions:

Meal One--Chinese (no M.S.G.), soup/salad, egg rolls, fried rice, dessert

Meal Two--Baked or broiled chicken, soup/salad, rice pilaf, vegetable, desert

Meal Three--Pizza (including vegetarian), salad, Buffalo wings, desert

20. MUSIC LICENSES: Purchaser agrees to procure and pay for, at his own expense, prior to the date of the engagement provided for in this agreement all necessary licenses for said engagement, including, but not limited to, any and all clearances and licenses from the composers, authors and publishers' association of ASCAP and BMI and Purchaser agrees to indemnify and hold harmless Artist from any and all claims of nature arising out of Purchaser's failure to procure the aforesaid licenses and clearances with respect to the said musical compositions. This paragraph refers exclusively to ASCAP and BMI.

21. COLLATERAL USE/JOINT VENTURE: Purchaser shall not have the right to broadcast, televise or photograph the performance(s) without explicit permission. Whenever sound and/or visual recording permission is granted, media personnel are under the sole direction of Artist and/or Artist's management as to placement of equipment, movement restrictions and audio requirements. These arrangements must be made at least one (1) week in advance. A duplicate of the recording will be provided to the Artist.

It will be the Purchaser's responsibility to monitor the audience for hand-held microphones, outside light sources and audio/video recorders which are absolutely prohibited during the performance(s).

22. CONTROL OF PRODUCTION: Artist shall have sole and exclusive control over the production, presentation and performance of this entertainment unit and each member thereof, including all persons employed by Artist in connection with engagement. Also, once the Artist has set the stage for the engagement, no part of the stage setting shall be changed until after the final performance without permission of the Artist and/or Artist's representative. Prior to the engagement, the Artist's representative will be presented with the opening act's set list for the Artist's approval.

23. NO ENDORSEMENTS: Artist's name and/or likeness may not be used as an endorsement of any product, commodity, service or the like, nor shall it be used directly or indirectly in connection with any commercial tie up or otherwise (except solely in connection with the sale of tickets to the engagement hereunder) without prior written consent of Artist.

24. CANCELLATION PRIVILEGE: Purchaser agrees that the Artist may cancel engagement hereunder by giving Purchaser written notice mailed to the address set forth in the agreement at least thirty (30) days prior to the commencement date of the engagement provided Artist should be called upon to furnish their services in connection with a theatrical motion picture, television program, stage play, Nevada, Atlantic City, or foreign concert tour, and if Artist, in Artist's sole discretion, determines that the engagement might conflict with such other engagement, or with any rehearsal or preparation thereof.

Artist's obligations herein are subject to detention or prevention of sickness, inability to perform, accident, transportation, acts of God, riots, strike, labor disputes, epidemics, and any act of public authority or any cause similar or dissimilar beyond Artist's control.

In the event of rain or other weather conditions, which might interfere with the performance(s) of Artist hereunder, the parties shall mutually determine whether or not, the performance(s) should proceed. However, in any event, if the performance(s) is not held by reason of any such weather conditions, Purchaser agrees to pay Artist the full amount provided for in the contract.

This contract rider, its terms and conditions, supercedes all other BUCKINGHAMS' riders executed prior to July 1999.

The terms of this contract are agreed to by:

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Carl Giammarese  
THE BUCKINGHAMS

# Buckingham's Input List 1997



- 1 ..... Kick
- 2 ..... Snare
- 3 ..... Hat
- 4 ..... Rack One
- 5 ..... Rack Two
- 6 ..... Rack Three
- 7 ..... Floor One
- 8 ..... Floor Two
- 9 ..... OverHead Left
- 10 ..... OverHead Right
- 11 ..... Bass DI
- 12 ..... Bass Mic
- 13 ..... Key DI Left
- 14 ..... Key DI Right
- 15 ..... Guitar One
- 16 ..... Guitar Two
- 17 ..... Key Vocal
- 18 ..... Guitar Vocal
- 19 ..... Star Vocal
- 20 ..... Bass Vocal

- Mix One : Key Vocal Only
- Mix Two : Gtr. Vocal & Star Vocal Only
- Mix Three : Star Vocal Only
- Mix Four : Bass Vocal Only
- Mix Five : Kick, Snare, Hat.
- Mix Six : Kick, Snare, Hat, Star Vocal, Over heads, Key L/R, Bass
- Mix Seven : All Vocals
- Mix Eight : All Vocals, Kick, Snare, Hat



Drum Fill  
Monitor  
Mix 5 (Five)



HeadPhone Monitor  
Mix 6 (Six)



Share 2



3 Hat



OverHead Left 9



10 OverHead Right



Rack Three 6



4 Rack One



Key DI  
Left 13



Key DI  
Right 14



Bass DI 11



Bass Cab 1



Boogie



Twin Reverb



Guitar 2 (two) 16



Guitar 1 (one) 15



Key Amp



Monitor  
Mix 1 (One)



Key Vocal 17



Guitar Vocal 18



Star Vocal 19



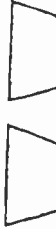
Bass Vocal 20



Monitor  
Mix 1 (One)



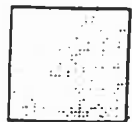
Monitor  
Mix 2 (Two)



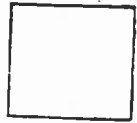
Monitor  
Mix 3 (Three)



Monitor  
Mix 4 (four)



Left Sidefill  
Monitor  
Mix 7 (Seven)



Right Sidefill  
Monitor  
Mix 8 (Eight)



# THE BUCKINGHAMS ROOM LIST

BOB ABRAMS (SMOKING)

---

NICK FORTUNA (SMOKING)

---

CARL GIAMMARESE

---

SUSAN RAKIS

---

TOM SCHECKEL

---

BRUCE SOBOROFF

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If you have any questions, please call 773-254-5090. Thank-you!