

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

# PARADISE ARTISTS, INC.

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

CONTRACT #: 12857

Agreement made this date, Wednesday, November 22, 2000 by and between No-One, Inc. (hereinafter referred to as Artist) and Mason Parks & Recreation Department (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Puchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

**ARTIST(S):** Herman's Hermits starring Peter Noone 100% HEADLINE.

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

**DATE(S):** Sun. July 1, 2001  
Artist to Perform one (1) show approximately 75 minutes in length.

**TYPE:** Concert

<b>TICKETS:</b>	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discrptn	No. Days/Shws:	1 / 1
							Onstage:	8:45
							Age Limits:	all
							Curfew:	10:00pm

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

**TERMS:** \$12,500.00 Flat Guarantee  
Artist shall be paid in full rain or shine.

**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 shall provide and pay for sound, lights and backline equipment; one suite and six single deluxe hotel rooms at a FOUR STAR QUALITY hotel for two nights - HOTEL MUST HAVE ATTACHED RESTAURANT AND/OR ROOM SERVICE; all internal ground transportation. Artist will be paid in full - rain or shine. The deposit will be non-refundable should any portion of the contract and/or attached rider be breached by the purchaser.

**OTHER ACT[S]:** local

**PAYMENTS:** \$6,250.00 US deposit to Paradise Artists, Inc. due by: December 15, 2001  
The balance of the guarantee (\$6250.00) shall be paid to Artist or Artist's representative immediately prior to sound check in cash or cashier's Artist's certified/cashier's checks should be made payable to No-One, Inc.

Paradise Artists, Inc. Bank Wire Information	Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091 202 E. Matilija Street, Ojai, CA 93024
--	---

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.

No-One, Inc.  
Peter Noone Fed ID #: 95-3764993

Mason Parks & Recreation Department  
Lorri Fox

X \_\_\_\_\_

X \_\_\_\_\_

C/O Paradise Artists, Inc.  
108 E. Matilija Street P.O. Box 1821  
Ojai, CA 93024

690 Mason-Montgomery Road  
Mason, OH. 45040  
513-573-3379 Fax:

BOOKING AGENT: Jim Lenz

CONTACT: Lorri Fox



**PARKS & RECREATION  
DEPARTMENT**

690 Mason Montgomery Road  
Mason, OH 45040  
Phone: 513-398-3056  
Fax: 513-398-4319

# Fax

To:

Heather

Fax Number:

852-6087

Pages:

13

+ cover sheet

Date:

1-16-01

If you have any questions, please call:

Lorri Fox

at phone number:

573-3379

**Additional comments:**

*Parks & Recreation - the Benefits are Endless ...*

# HERMAN'S HERMITS starring PETER NOONE

## *GENERAL CONTRACT RIDER*

**This Rider will become part and parcel of the contract, and must be signed by the Purchaser, or the contract will be considered null and void.**

No advertising of the performance may be issued in any form prior to receipt of signed contract from Artist. All billing of the concert for advertising purposes must say:

HERMAN'S HERMITS starring PETER NOONE.

Timely payments and adherence to all terms of the agreement and this rider are of the essence. If terms and conditions are not fulfilled, the Artist may cancel this agreement and all prior payments and deposits will be forfeited.

**Balance of all payments** are due to the Artist prior to performance by CASHIER'S CHECK or in CASH ONLY, unless otherwise agreed to prior to performance by Artist's agent or representative. Unless otherwise agreed to prior to performance, Artist will close the show.

Artist's agent or representative must approve, at least one week in advance, any additional acts that may be appearing on the show. All interviews of any kind or appearances for promotional purposes must be arranged through Artist's representative. Only photos supplied by Artist's agent or representative may be used for promotional purposes.

No audio or video recording devices of any type are to be permitted on the premises without the expressed consent of the Artist's agent or representative. Artist reserves the right to confiscate any and all tapes which are derived from the use of said equipment. An announcement should be made prior to the concert regarding these conditions.

Artist will be self-contained unless otherwise agreed to by Artist's agent or representative. If back-up musicians are provided by the purchaser, Artist's musical director will have approval of all said musicians.

Pg 2.

**Artist's FOH Engineer** must have control over the setup of the stage and the placement of sound and lighting equipment as well as the mixing and control of sound and lighting equipment during the performance.

Artist's FOH Engineer will sound check for a minimum of 60 minutes at a mutually agreed upon time.

**Stage** must have dimensions of at least <sup>32'</sup>~~24'~~ wide by <sup>14'</sup>~~20'~~ deep with no obstructions and must be 3-4 feet high with steps to the audience, and off the side. One

8'x8'x1' high carpeted drum riser. Artist reserves the exclusive right to sell "Herman's Hermits starring Peter Noone" or "Peter Noone" merchandise. Purchaser shall have adequate space available for such merchandising.

Peter Noone shall be allowed up to 10 guests at each concert.

**Artist obligations are subject to detention** or prevention by Acts of God, sickness, accident, transportation, riots, strikes or any other cause beyond the Artist's control. Notwithstanding the provisions hereof, in the event that inclement weather renders Artist's performance infeasible or impractical, the parties hereto agree that said circumstances shall have no effect whatsoever upon Artist's right to receive his full compensation as set forth herein.

**Purchaser will be responsible for and maintain public liability and property damage insurance** for any claim by any member of the group for loss, injury, or damage caused by Purchaser, his agents, employees, or patrons. The amount of insurance coverage shall not be less than \$500,000 (five hundred thousand dollars).

**PURCHASER IS TO PROVIDE AT NO COST TO ARTIST:**

~~1 round trip first class airfare from Santa Barbara, California;~~ *No exp*

~~6 round trip coach airfare from New York City, New York.~~ *No exp*

1 suite and 6 single deluxe rooms at a first class, full service hotel or resort of FOUR STAR QUALITY or better, i.e. HILTON, HYATT, MARRIOTT, ETC. - No Exceptions unless approved by Artist.

Adequate transportation for 7 people to and from airport, hotel, venue, sound check, and concert ( ALL internal ground transportation). Late year luxury sedan or van is acceptable. *No limousine is necessary.*

Pg 3.

A clean, well lit, heated/air conditioned dressing room, washroom and mirrors to accommodate 7 people. Dressing room is to be equipped with a lock. Security personnel on duty at all times to protect Artist, musicians and staff. Purchaser is responsible for the safety of said persons.

Adequate towels, bottled water, coffee and soft drinks for sound check as well as the duration of the concert. No food, alcohol or smoking in dressing rooms permitted..

One hot meal for 7 people at a mutually acceptable time. (One member is a vegetarian)

**SOUND AND LIGHTS ARE TO BE PROVIDED AT NO COST TO ARTIST.**

#### **Sound Requirements**

A professional three or four-way sound system from a reputable production company who is capable of handling the facility. The system must be capable of 120db of clean, undistorted sound with even coverage of the performance area. Preferred systems are EAW KF700-850, EV X-Array, Clair Bros., V-Dosc, and high end JBL systems. (please no mid-line carpeted cabinets) The entire system must be free of hum, 60 cycle noise, and any other interference. **Please have system properly phase-checked and time-aligned before Artist arrives at the venue.**

This system must include separate house and monitor consoles. Production company must also provide power distribution to the stage (60 amp, single phase). Three power drops must also be provided on stage:  
two edison quad boxes stage right and one edison quad stage left.

**A professional 40 channel FOH console** with 8 Aux sends and 8 VCA's. Preferred consoles are Midas XL3 and higher, Yamaha PM3000 and higher, or equivalent. Old consoles with dirty pots and crackling or noisy faders will not be accepted. *Small Venues Only* - If there are no other acts on the bill, we can get away with a 32 channel 8 bus console, but if there is an opener, we will need a 40 channel or better, to preserve our channel settings for the show.

**FOH Drive rack** should have 2- 1/3 octave eq's and dual compression in line before the crossover.(EQ's should be Klark-Technik, Ashley Protea, or better. Comp's should be DBX 160's or better. Please no Behringer on FOH Drive rack.)

**Pg. 4**

**FOH Efx rack** should have 8 insertible gates, 8 insertible compressors, and 5 quality effect units. **A quality Lexicon reverb unit is a must**, PCM 80 or better. **Other effects should include** Yamaha SPX 990 or 1000, SPX 90, Roland SDE 3000 or TC Electronics delay, TC Electronics M-one or Yamaha Rev 500.

**Mix position** must be in the center of the listening audience, no farther than half-way to the back of the performance area. A competent sound engineer must be present for the set up and run time.

**One professional UHF Wireless Microphone** with selectable frequencies. Microphone must be in good condition, and free of smoke or other irritable scents. Preferred capsule is an Audix OM-5. Other acceptable capsules are Shure Beta 87, and Shure 58. Please no Audio Technica.

**One Professional 19" DAT Player** with balanced inputs wired to FOH console's Matrix 1&2 outputs, or Aux 7 & 8, and one 120min. unopened blank DAT.

**A professional 40 channel monitor console** is required for mixing monitors, with at least 8 mixes. Preferred consoles are Midas, Ramsa 840, Yamaha PM3000m and better. Console and monitors must be free of noise, 60 cycle hum, and any other interference. *If there is no opener, we can make due with a 24ch 8 mix desk.*

**9 double 12" or single 15" matching wedges**, with a 2" horn driver are required, including the que wedge. The only single 12" wedge with enough clarity is a Clair 12AM. Acceptable double 12's and 15's are EAW, EV, JBL, etc. Absolutely no Peavy, Mackie, or mid-line Yorkville please. **Two Bi-amp'd sidefills** with their own insertible 1/3 octave eq's. (Horns on sidefills should be no lower than 6' from stage floor)

Mix position must be stage left with Artist and musicians visible. A competent sound engineer must be present for set up and run time.

All mixes must have 1/3 octave insertible eq's, Ashley 3102 or better. Mixes will be:

- 1- Peter (Center)
  - 2- Keys (S.R.)
  - 3- Bass (S.R.C.)
  - 4- Gtr (S.L)
  - 5- Sidefills (can be mono or separate mixes)
- No drum mix.

**Required Backline**

Guitar:

1 Fender Bassman re-issue or Fender Blues DeVille (no Twin please)  
1 Hartke 7000 Bass head (*not* GK), w/ 2 Hartke 4X10 cabinets,  
*or* Ampeg SVT II Pro w/ 810 cabinet  
1 Roland JC 120

Keyboards:

1 Kurzweil PC 88 mx  
1 Korg Triton Pro or Trinity  
1 Apex two tier stand with long arms, or Quick-loc 2 tier stand  
All sustain pedals needed

Drums:

Drum Workshop 5 pc kit  
22" kick  
5 1/2 x 14 wood snare and spare  
10" and 12" rack tom  
14" or 16" floor tom with stand  
D.W. double kick pedal with felt beater and spare  
16" , 17" and 18" Sabian cymbals  
20" Sabian ride cymbals  
14" Sabian rock high hats  
drum throne  
4 boom cymbal stands  
In the event D.W. is not available, Yamaha recording custom can be substituted.

Misc:

2 Takamine acoustic guitars with cords and straps *Must have bridge saddle pickups installed.*  
1 Fender stratocaster guitar with cords and straps  
6 guitar stands

LIGHTING:

A minimum of 2 follow spots with operators

One quality Hazer. (please have Hazer, not fog units)

Nightclubs must have stage lighting of at least 24 source four par's (12 front and 12 back, half with color changers), and 5 focusable source four leko's on front line with operator. Stage lighting for concerts and larger events should be at least double of that for a nightclub. A minimum of 6 separate colors : red, amber, blue, purple, yellow, and clear diffusion.

Lighting operators should consult with FOH Engineer regarding focus and scene changes.

**NOTE: SPOTLIGHTS MUST ALWAYS BE ON PETER NOONE INCLUDING ENTRANCE**

**Input List:**

<b>Channel</b>	<b>Stand</b>	<b>Mic</b> (preferred / acceptable substitute)
1- Kick	short boom	Audix D4 / M88 / B52 only
2- Snare Top	med boom	Audix D1 / 57
3- Snare Bottom	med boom	451 / ATM 33a / SM 81
4- Hat	med boom	C 1000S / SM 81
5- Rack 1	drum claw	Audix D2 / 408 / 504
6- Rack 2	drum claw	Audix D2 / 408 / 504
7- Floor	drum claw	Audix D2 / 408 / 504
8- Ride	tall boom	414 / C 1000S
9- Ovhd	tall boom	414 / C 1000S
10- Bass DI	passive	Imp 2 DI
11- Bass Mic	med boom	Audix D4 / M88
12- Gtr L	med boom	C535 / C3000
13- Gtr R	med boom	C535 / C3000
14- Acoustic C	active	Klark Technic DI
15- Acoustic SR	active	Klark Technic DI
16- PC88mx 1 L	passive	Imp 2 DI
17- PC88mx 1 R	passive	Imp 2 DI
18- Triton L	passive	Imp 2 DI
19- Triton R	passive	Imp 2 DI
20- Peter Vox B87 / 58)	straight	UHF Wireless (OM-5 /
21- Peter Vox Spare	coil at C wedges	Audix OM-5 / B87 / 58
22- Bkgd Vox Keys	tall boom	Audix OM-5 / B87 / 58
23- Bkgd Vox Bass	tall boom	Audix OM-5 / B87 / 58
24- Bkgd Vox Gtr	tall boom	Audix OM-5 / B87 / 58
25- Rev 500 or M-one L		
26- Rev 500 or M-one R		



Pg 7. Input list (Cont).

- 27- SPX 990 ret L
- 28- SPX 990 ret R
- 29- PCM 80 ret L
- 30- PCM 80 ret R
- 31- SPX 90 ret L
- 32- SPX 90 ret R
- 33- TC or SDE 3000 ret
- 34- CD L
- 35- CD R
- 36- Talkback (return to mon's)

#### **ANTICIPATORY BREACH**

If on or before the date of any scheduled performance hereunder the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Artist shall have the right to demand payment forthwith of the guaranteed compensation specified above. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this agreement. In the event of such cancellation, Artist shall have no further obligation to Purchaser hereunder and shall retain any monies previously paid to Artist or Artist's agent.

#### **POSTPONEMENT/CANCELLATION**

Purchaser agrees Artist may cancel or postpone any engagement thereunder for any reason by giving Purchaser written notice hereof at least thirty (30) days prior to the date of such engagement. However, Artist may cancel or postpone any performance thereunder not later than fourteen (14) days prior to engagement if Artist is called upon to render services in connection with a theatrical motion picture, a television special or series or a legitimate stage play should the engagement thereunder reasonably conflict.

Any failure by Purchaser to fulfill any of the requirements provided herein may result in the cancellation of the engagement at any time without penalty whatsoever to Artist or Artist's agent or representatives and Purchaser shall be liable for payment of the full agreed upon compensation in such event, in addition to any other remedies which Artist may elect.

**CONTACT NAMES AND NUMBERS**

Artist's agent: PARADISE ARTISTS, INC. (805) 646-8433

Artist's Tour Manager / FOH Engineer: FRANK ANNUNZIATA (Show advance) (212) 243-7030

Artist's representative: JANA EISENBERG (617) 899-6109 - interview requests, merchandise

**ALL TERMS OF THIS RIDER ARE SPECIFICALLY ACCEPTED BY PURCHASER UNLESS THEY ARE WAIVED BY ARTIST'S AGENT OR REPRESENTATIVE AND INITIALED BY SUCH.**

**DO NOT ADD TO, DELETE FROM OR MAKE ANY ALTERATIONS IN THE CONTRACT OR IT'S RIDER WITHOUT FIRST COMMUNICATING WITH APPROPRIATE PERSONS.**

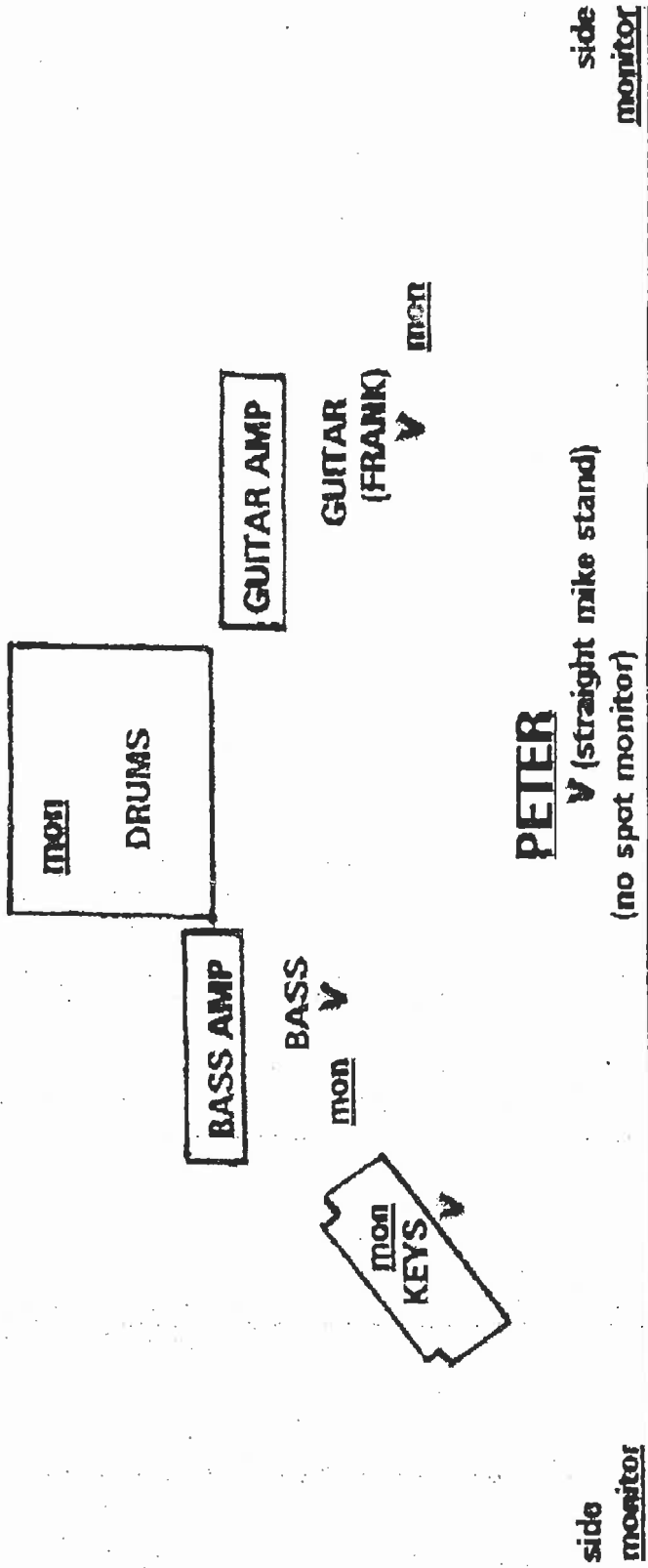
**Agreed to and Accepted:**

**Purchaser** \_\_\_\_\_

\_\_\_\_\_

**Artist** \_\_\_\_\_

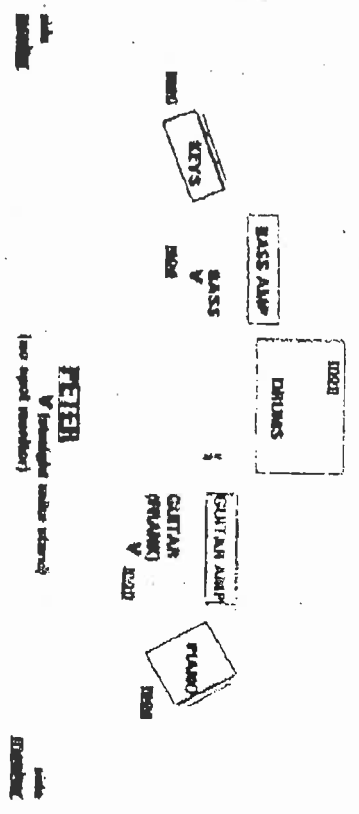
PETER NOONE stage plot



V = vocal  
mon = monitor

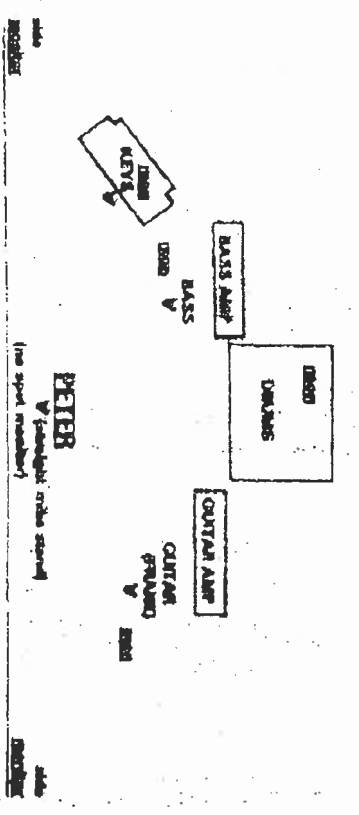
PETER MOONIE stage plot

(A)



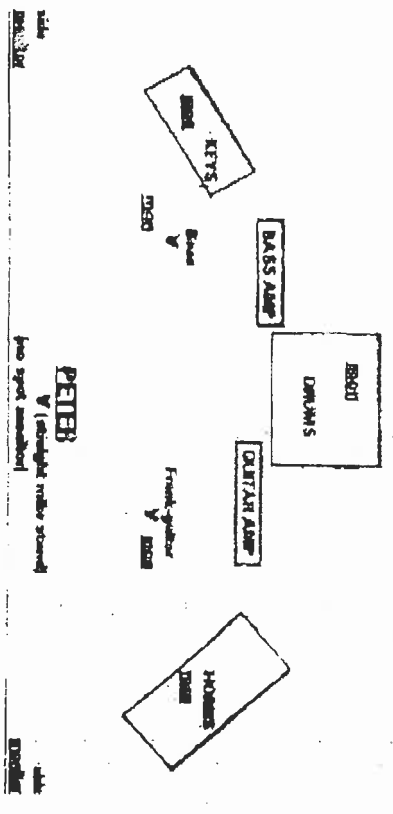
PETER MOONIE stage plot

(B)

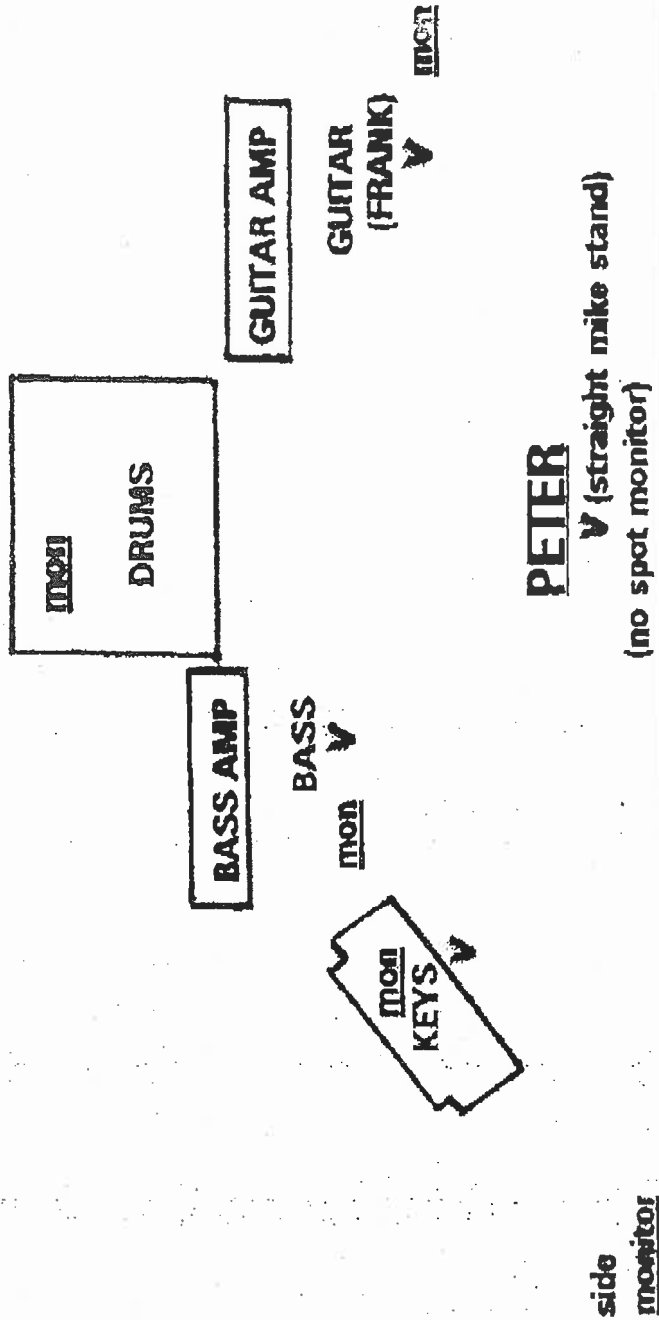


PETER MOONIE stage plot

(C)



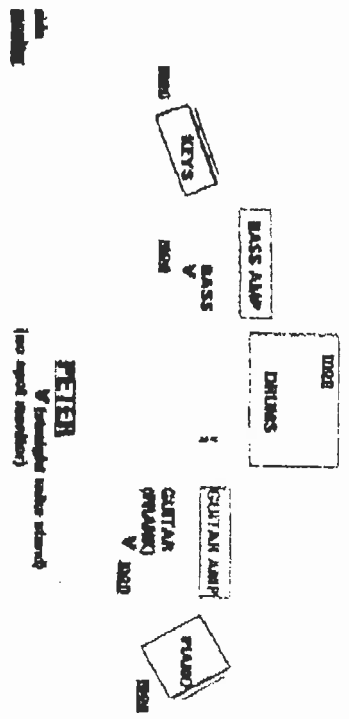
PETER NOONE stage plot



V = vocal  
mon = monitor

PETER MOORE stage plot

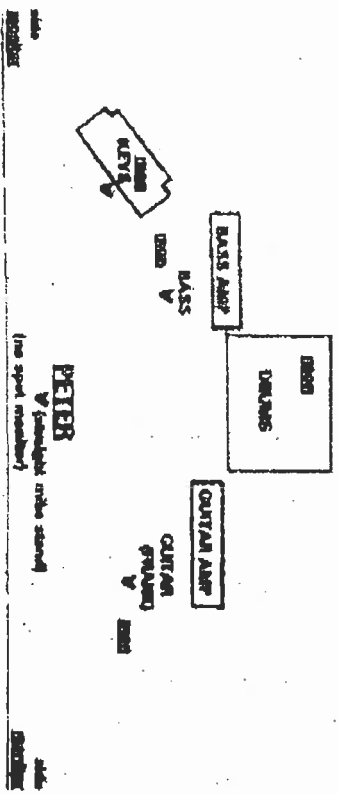
(A)



V = vocal  
DSD = monitor

PETER MOORE stage plot

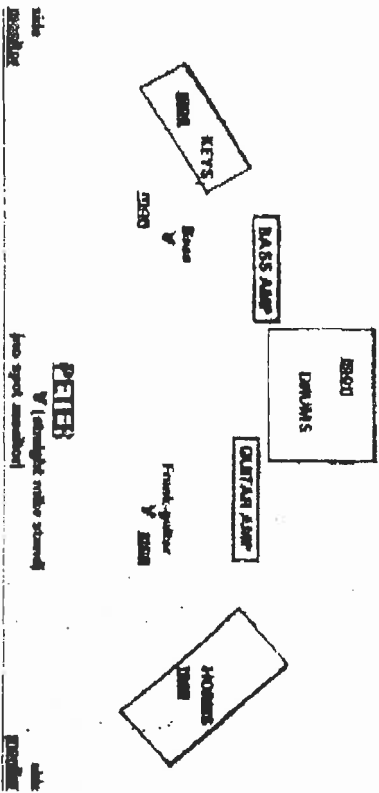
(B)



V = vocal  
DSD = monitor

PETER MOORE stage plot

(C)



V = vocal  
DSD = monitor