

PARADISE ARTISTS, INC.

December 16, 2003

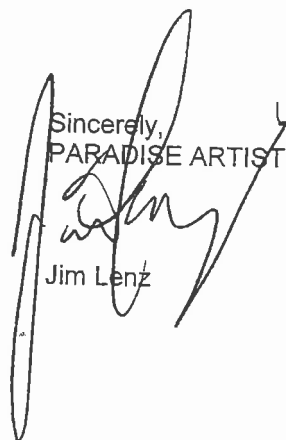
Pam Wray  
City of Mason Parks & Recreation  
6000 Mason-Montgomery Rd.  
Mason, OH 45040

RE: **DON MCLEAN**  
**MASONS INDEPENDENCE DAY CELEBRATION**  
**PINE HILL LAKES PARK**  
**MASON, OH**  
**SAT. JUL. 3, 2004**

Dear Pam,

Enclosed please find a copy of the fully executed contract and rider for the above referenced concert engagement. Please retain this copy for your files.

If you have any questions regarding the above or the enclosed, please feel free to call me.

Sincerely,  
PARADISE ARTISTS, INC.  
  
Jim Lenz

Enc.

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

# PARADISE ARTISTS, INC.

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

CONTRACT #: 18186

Agreement made this date, Wednesday, November 12, 2003 by and between The Benny Bird Co, Inc. F/S/O (hereinafter referred to as Artist) and City of Mason Parks & Recreation (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):** Don McLean 100% HEADLINE.  
**EVENT:** Masons Independence Day Celebration  
**VENUE:** Pine Hill Lakes Park 211 Kingsmills Road,  
Mason, OH 45040

Phone: Fax:

**DATE(S):** Sat. July 3, 2004  
Artist to perform one (1) show approximately 75 minutes in length

**TYPE:** Concert

<b>TICKETS:</b>	Quantity	Grs Price	Cmp/KJs	Deduct	Net Price	Discriptn	No. Days/Shws:	1 / 1
							Show Time[s]:	8:30 p.m.

GP: \$0.00	Capacities	Merchandising
Tax:	Per Show:	Artist sell: 100 %
Net: \$0.00	Total tkts: 0	Build sell:

**TERMS:** \$25,000.00 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 musical backline equipment per Artists rider; six (6) single deluxe hotel rooms for two (2) nights at a SHERATON QUALITY HOTEL OR BETTER - Hotel must have room service and/or attached restaurant. all internal ground transportation. Artist will be paid in full rain or shine. The deposit will be non-refundable if any portion of the contract or rider are breached by the purchaser.

**received**

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

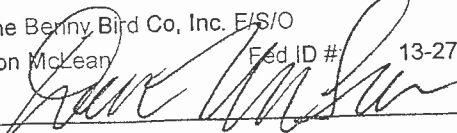
**PAYMENTS:** \$12,500.00 US deposit to Paradise Artists, Inc. due by: December 1, 2003  
The balance of the guarantee (\$12,500.00) shall be paid to Artist or Artist's representative immediately prior to sound check in cash, certified/cashier's check or money order.  
Artist's certified/cashier's checks should be made payable to The Benny Bird Co, Inc. F/S/O

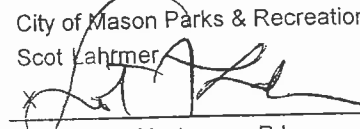
Paradise Artists, Inc. Bank Wire Information	Wells Fargo Bank ABA#: 121-000-248 Account#: 6808-09-7091 202 E. Matilija Street, Ojai, CA 93024
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It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither 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.

The Benny Bird Co, Inc. F/S/O  
Don McLean Fed ID # 13-2702836  
X   
C/O Paradise Artists, Inc.  
108 E. Matilija Street P.O. Box 1821  
Ojai, CA 93024  
BOOKING AGENT: Jim Lenz

City of Mason Parks & Recreation  
Scot Lahmer  
  
6000 Mason-Montgomery Rd.  
Mason, OH. 45040  
Fax:

CONTACT: Pam Wray

Return all copies to: Paradise Artists, Inc.

10. Person signing this contract personally guarantees they are authorized to do so.
11. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.
12. Artist shall receive 100% top billing in all advertising, lights, displays, radio, marquees, programs, and any and all other advertising and publicity media.
13. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay Artist(s) full compensation as provided herein.
14. All opening/support attractions shall be subject to Artist's prior written approval and shall be paid for by Purchaser.
15. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ADDITIONAL TERMS AND CONDITIONS:

1. ARTIST'S NAME OR LIKENESS MAY NOT BE USED AS AN ENDORSEMENT OF ANY PRODUCT, SERVICE OR COMPANY IN CONNECTION WITH ANY COMMERCIAL TIE-UP WITHOUT ARTIST'S PRIOR WRITTEN CONSENT.
2. IN THE EVENT OF SICKNESS OR OF ACCIDENT TO ARTIST, OR IF A PERFORMANCE IS PREVENTED, RENDERED IMPOSSIBLE OR INFEASIBLE BY ANY ACT OR REGULATION OF ANY PUBLIC AUTHORITY OR BUREAU, CIVIL TUMULT, STRIKE, EPIDEMIC, INTERRUPTION IN OR DELAY OF TRANSPORTATION SERVICES, WAR CONDITIONS OR EMERGENCIES OR ANY CAUSE BEYOND THE CONTROL OF ARTIST, IT IS UNDERSTOOD AND AGREED THAT THERE SHALL BE NO CLAIM FOR DAMAGES BY EITHER PARTY TO THIS CONTRACT AND ARTIST'S OBLIGATIONS AS TO SUCH PERFORMANCES SHALL BE DEEMED WAIVED. IN THE EVENT OF SUCH NON-PERFORMANCE FOR ANY OF THE REASONS STATED IN THIS PARAGRAPH, THE MONIES (IF ANY) ADVANCED TO ARTIST HEREUNDER SHALL BE RETURNED ON A PRO-RATA BASIS. INCLEMENT WEATHER RENDERING PERFORMANCE IMPOSSIBLE OR INFEASIBLE SHALL NOT BE DEEMED AN EMERGENCY AND FULL PAYMENT OF THE AGREED UPON COMPENSATION SHALL BE MADE NOTWITHSTANDING. IF PURCHASER AND ARTIST(S) DISAGREE AS TO WHETHER RENDITION OF PERFORMANCE(S) IS IMPOSSIBLE OR NOT FEASIBLE BECAUSE OF INCLEMENT WEATHER, ARTIST'S DETERMINATION AS TO PERFORMANCE SHALL PREVAIL.
3. IF, ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE, PURCHASER HAS FAILED, NEGLECTED OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH. IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICE TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT, ARTIST SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO ARTISTS BY PURCHASER.
4. ARTIST SHALL HAVE THE RIGHT TO SELL SOUVENIR ITEMS, INCLUDING BUT NOT LIMITED TO T-SHIRTS, BOOKS, PHOTOGRAPHS, AND RECORDINGS ON THE PREMISES OF THE PLACE(S) OF ENGAGEMENT WITHOUT ANY PARTICIPATION IN THE PROCEEDS BY PURCHASER SUBJECT, HOWEVER, TO CONCESSIONAIRE'S REQUIREMENTS, IF ANY.
5. IT IS AGREED THAT ARTIST SIGNS THIS CONTRACT AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. ARTIST SHALL HAVE EXCLUSIVE CONTROL OVER THE MEANS AND METHODS EMPLOYED IN FULFILLING EACH OBLIGATION OF ARTIST HEREUNDER, IN ALL RESPECTS AND IN ALL DETAILS, THIS CONTRACT SHALL NOT, IN ANY WAY BE CONSTRUED SO AS TO CREATE A PARTNERSHIP, OR ANY KIND OF JOINT UNDERTAKING OR VENTURE BETWEEN THE PARTIES HERETO.
6. PURCHASER SHALL PAY ALL COSTS OF ANY ADDITIONAL ARTIST AS MAY BE REQUIRED BY ANY JURISDICTIONAL AUTHORITY, OTHER THAN THOSE ARTISTS FURNISHED AS PART OF ARTIST'S REGULAR GROUP.
7. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT PARADISE ARTISTS, INC. IS ACTING AS AGENT FOR ARTIST, SOLELY IN CONNECTION WITH THE ARTIST'S LIVE PERFORMANCE AND THAT PARADISE ARTISTS, INC. SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION ON THE PART OF EITHER ARTIST OR PURCHASER IN CONNECTION WITH THIS AGREEMENT OR THE LIVE PERFORMANCE BY ARTIST AS CONTEMPLATED HEREIN. IT IS FURTHER AGREED NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN PARADISE ARTISTS, INC. AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.
8. THIS CONTRACT CANNOT BE ASSIGNED OR TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF ARTIST. IT CONTAINS THE COMPLETE UNDERSTANDING OF THE PARTIES HERETO AND MAY NOT BE AMENDED, SUPPLEMENTED, VARIED OR DISCHARGED, EXCEPT BY AN INSTRUMENT IN WRITING. THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, REGARDLESS OF THE PLACE OF PERFORMANCE. THIS CONTRACT IS NOT BINDING UPON THE PARTIES UNTIL EXECUTED AND DELIVERED BY ARTIST OR HIS DESIGNEE TO PURCHASER. THE TERMS "ARTIST" AND "PURCHASER" AS USED HEREIN SHALL INCLUDE AND APPLY TO THE SINGULAR AND THE PLURAL AND TO ALL GENDERS.

SECTION 1

Don McLean

Contract Rider

Concerning the DON McLEAN engagement at the Pine Hill Lakes Park on July 3, 2004, this rider sets forth additional terms and conditions which when signed by both parties will become part of the Contract dated 11-12-2003, between DON McLEAN (referred to as "ENTERTAINERS" in the agreement) and Mason Parks Recreation Dept., referred to as "PURCHASER" in the agreement. This rider shall be fulfilled unless amended by both parties in writing.

- I. BILLING: DON McLEAN SHALL RECEIVE 100% STAR BILLING AND CLOSE THE SHOW
  - A. If any of Don McLean's compositions are mentioned in the advertising or publicity AT LEAST FIVE SONGS MUST BE MENTIONED from his list of hits including, but not limited to, CRYING, AMERICAN PIE, AND I LOVE YOU SO, VINCENT (STARRY NIGHT), CASTLES IN THE AIR, or any other Purchaser might desire to use.
  - B. No other person, persons, or act may be presented as part of this engagement without Artist's written permission. A co-billing situation should read **"Don McLean in Concert with Special Guest(s) \_\_\_\_\_"** **"No opening act shall perform for more than 30 minutes without prior consent from the artist's representative."**
  - C. The following trademarks are owned by Don McLean and may not be used in conjunction with the product, product advertising promotion, whether related to the performance, the sponsors of the performance or the Purchaser unless granted permission by the Artist in writing: **"Don McLean," "American Pie," "Starry, Starry Night," "Bye, Bye Miss American Pie," "The Day the Music Died."**
  - D. INTERVIEWS: An interview request must be faxed to 805-646-3367. Including contacts, name and phone number.
  - E. PUBLICITY: purchaser shall only use photos and biographical material supplied by Artists or his representative.

*Broadcast-ready video and audio spots available, at cost, from:*

*Craig Culver Tel:615-297-8056 Fax:615-297-8056.*

*These are high quality spots and it is recommended that you make use of them.*

- F. INTRODUCING THE ARTIST: When Don McLean is to be introduced, the following introduction shall be used **“Ladies and gentlemen, please welcome America’s legendary singer / songwriter Don McLean!”**
  
- II. ARTIST COMPENSATION
  - A. TICKETS: All tickets shall be printed by a bonded ticket house, or the official printing department of the college or university for school engagements. Purchaser agrees to provide twenty (20) complimentary tickets for artists in prime location. An additional forty (40) tickets in prime location should be held for the purchase by Artist. Said tickets will be paid for or released a minimum of fourteen (14) days prior to the concert.
  
  - B. COVERED STAGE: For outdoor performances Artists must occupy a COVERED STAGE and neither indoor nor outdoor performances shall be subject to cancellation due to weather. Full payment must be guaranteed rain or shine.
  
- III. PHOTOS AND RECORDINGS
  - A. NO PHOTOS shall be taken of the Artist in concert or at the venue without written permission.
  
  - B. NO VIDEOS may be recorded of the Artist in concert or at the venue without written permission.
  
  - C. NO AUDIO RECORDINGS may be made of the Artist in concert or at the venue without written permission.
  
- IV. LIQUOR  
Purchaser shall be liable for any liquor sold to under-age ticket-holders.
  
- V. TRANSPORTATION
  - A. GROUND TRANSPORTATION Purchaser to pay \$150.00 along with balance due for ground transportation buy out.

- B. DIRECTIONS Purchaser agrees to provide Don McLean's personal representative with TYPED directions from the airport to the hotel and from the hotel to the venue as required, forwarded 2-weeks prior to play date.

VI. LODGING

Purchaser shall provide and pay for six (6) rooms in a first class hotel. With attached restaurant Purchaser shall PRE-REGISTER Artist and his party and see to it that room keys and forms are ready at the front desk upon arrival. Often, Artist and his party may arrive earlier than normal check-in time. Purchaser will arrange for an early check-in time with the hotel.

VII. DRESSING ROOM

Purchaser shall provide one (1) large room, able to be locked and set up to coincide with Mr. McLean's arrival at the venue. This room shall have bathroom facilities off the hallway and be large enough to accommodate six (6) people comfortably. This room should have several chairs, a recliner or sofa, several (not less than four (4) electrical outlets), clean towels, hot and cold running water (in the bathroom, if not elsewhere), copies of the local newspaper, at least one large trash can with a new plastic liner and in general, be a comfortable atmosphere. A private telephone with free local and long distance access must be available. Please have cuisine section of the rider (VIII below) in place at immediately following sound check.

VIII. CUISINE

- A. A catered dinner for (6) people , choice of chicken, roast beef or lasagna with rolls, bread and condiments for sandwiches.
- B. Hot coffee – fresh ground coffee with milk and sugar only. No coffee lighteners, only milk. Ceramic mugs, NO PAPER OR PLASTIC CUPS.
- C. An assortment of fruit juices (orange, pineapple, apple) and several bottles of mineral water.
- D. Raw vegetable and fruit plates
- E. Dutch pretzels, where available.

XI. INDEMNIFICATION

- A. Purchaser agrees to indemnify and hold harmless Performers, their

employees, contractors and agents from and against claims, costs, damages, liabilities, losses and judgments (including attorney's fees and legal costs) arising out of or in connection with any claim or demand of action made by the third party sustained as a direct or indirect consequence of the engagement. Purchaser shall also indemnify Performers against any and all loss, damage and/or destruction occurring to the equipment at the venue belonging to performers, their employees, contractors or agents including, but not limited to acts of God.

B. Purchaser agrees to provide artist with a **CERTIFICATE OF INSURANCE** proving the following:

1. Artist added as additional name insured.
2. Comprehensive general liability insurance as required by the venue but in no event less than \$1,000,000.000 coverage combined single limit bodily injury and property damage. No less than one million dollars coverage.
3. Insurance shall also provide public liability insurance coverage to protect against injury to persons or property as a consequence of any activity related to the equipment at the venue provided by the Performers and their employees, contractors and/or agents. In addition it is agreed that the Purchaser shall have in effect a policy of Workman's Compensation covering all Performer's employees involved in any way whatsoever with the equipment provided by the Performer and their employees, contractors and or agents against any act of damage which might happen during the time period that the artist and his equipment occupy the venue. Purchaser shall supply Performers or their representative with and acceptable certificate of insurance one (1) week prior to performance date. Failure to provide such a certificate does not imply that purchaser does not remain completely responsible for such insurance. Purchaser agrees that he/she is solely responsible for this insurance coverage.

X. **MISCELLANEOUS**

- A. **SOUND CHECK:** Artist shall be available at mutually agreed upon date and time. A 5:00 PM sound check should be scheduled on the day of the performance for a normal 8:00 PM show, Promoter may change this if circumstances warrant. Artist will remain at the venue until show time.

***A SUITABLE COT, BED OR LARGE SOFA SHOULD BE IN DON  
McLEAN'S DRESSING ROOM FOR NAPPING.***

- B. **MERCHANDISE:** Mr. McLean may or may not sell merchandise. It will be mailed to the theatre prior to the show.
- C. **AUTOGRAPHS:** Mr. McLean will decide prior to the performance, if he wishes to sign autographs at the conclusion of the performance. Usually, autographs are not done if merchandise is not sold.
- C. **ARTIST CONTACT:** On day of show all contact should be through Tony Migliore.
- D. **SECURITY:** An armed , uniformed security officer shall appointed for the singular purpose of escorting and protecting Mr. McLean during **all Phases** of the performance including, but not limited to, arrival, sound check, intermission, outside of dressing room, backstage, hospitality, catering area, meet and greets, autograph signing and departure. Officer is to be physically capable to carry out such tasks and must have working, fully charged cell phone with nation-wide dialing access.



**SECTION 2**

**Don McLean**

**Show Advance**

THIS SECTION (SECTION 2) IS AN ESSENTIAL COMPONENT OF THIS ARTIST ENGAGEMENT AGREEMENT AND ARTIST RIDER THAT YOU ARE NOW READING IT IS ABSOLUTLEY NECESSARY THAT THIS SSECTION (SECTION 2) BE COLMPLETED FULLY AND FAXED TO THE NUMBER BELOW. YOU NEED NOT RETURN THIS FORM IN THE MAIL WITH THE CONTRACT. SIMPLY SEND IT VIA FAX AS INDICATED BELOW. THE INFORMATION YOU PROVIDE IN THIS SECTION (SECTION 2) IS VITAL AND TO PROPERLY EXPEDITE THE IMPORTANT DETAILS OF YOUR ENGAGEMENT IN A WAY THAT IS APPROPRIATE AND DESERVING OF YOUR SPECIAL EVENT.

**Please complete and return this section via fax to: Tony Migliore:**

Phone: 615-373-5223

Fax: 615-661-4538

Date of Show July 3, 2004 W/Strings? No W/Orchestra? No

(See Sec. 8 of Technical Rider)

Venue Name, Address, Phone and Fax:

Pine Hill Lakes Park

21 Kings Mills Rd.

Mason, OH 45040

Ph: 513-229-8550

Fax: 513-229-8551

Production/Sound Company Contact: (Name, Phone, Fax)

Lighting Company Contact: (Name, Phone, Fax)

Backline Company Contact: (Name, Phone, Fax)

Sound Check/ Rehearsal Time(s):

Advertised Door Time: \_\_\_\_\_ Advertised Show Time: 8:30 pm

Box Office Contact and Phone: N/A

**PLEASE NOTE  
STAGING AND EQUIPMENT PORTIONS OF YOUR RIDER CAREFULLY**

Direction To Venue From Airport: **VERY IMPORTANT**  
(Providing a Map is Most Helpful.)

Marriott Cincinnati Northeast  
9664 Mason-Montgomery Rd.  
Mason, OH 45040  
513.459.9800

- This is the hotel we have used for  
the last 3-4 yrs. It is 10 min. from  
venue  $\approx$  45 min. from airport. IS  
this okay?

n  
ns.)

**Ground Transportation:**

The Artist prefers to rent a vehicle and be reimbursed for it. Is this agreeable to you?

If not, what are your arrangements?

**Airport Transportation:** (Provide the name and telephone number of the company that is to pick up Artist from the airport, if applicable)

### SECTION 3

Don McLean

Technical Section

1. SOUND SYSTEM
  - a. JBL, EAW, Apogee Sound, Inc., Rasma, Meyer or equivalent (3 or 4 way stereo) full range active system sufficient to provide clean undistorted reinforcement to entire audience seating area (due to the dynamics of the show the system must be silent running.)
  - b. Mixing Console (minimum 12 channel with phantom power.)
  - c. 2- 1/3 octave graphic equalizers
  - d. 1- Quality digital reverb- Rev7/AMS (or equivalent) – for vocal
  - e. Crossovers to suit system
  
2. MONITOR SYSTEM
  - a. Monitor man and console on stage
  - b. 8- JBL, Meyer, EAW, Apogee Sound, Inc., Rasma or Meyer low profile wedges (15" & horn) Plus 2 SIDE FILL CABINETS (not shown on stage plan- will advise at sound check)
  - c. 5- sends with 1/3 octave graphic on each send
  - d. Send 1 – Don front wedges, Send 2 – Don side wedges, Send 3 – electric bass wedge, Send 4 – keyboard wedge, Send 5 – drum wedge
  
3. STAGING
  - a. 4- Tall make stands with boom arms
  - b. 1- Short mike stand with boom arms
  - c. 6- Direct feed boxes (DI'S)
  - d. 1- Shure 57 microphone (for bass amp)
  - e. 1- Audix OM3 or Shure Beta (for background vocal)
  - f. 2- Condenser mics – Audix SCX or AKG (for piano)
  - g. 1- EV857 (for lead vocal back-up mic)
  
4. EQUIPMENT
  - a. Chet Atkins SST. If not available, Gibson Acoustic Guitar (j45) or comparable large-body acoustic guitar, with pickup.
  - b. 1- Grand piano tuned on play date at Purchaser's expense (NO UPRIGHT PIANOS – 6 OR 9 FOOT GRAND PIANO)

- c. keyboard controller consisting of : 88 weighted keys, midi capable. Order of preference is: 1.)Alessis QS-8 2.)Kurzweil PC88 3.)Roland (NO YAMAHA KX88)
- d. 4- Spectraflex or monster ¼ “ guitar cables 1- High quality bass amp.-IE: Ampeg SVT, Hartke with four (4) 10” speakers, SWR, Trace Elliot, etc... Countryman DI, 3’ cable, 15’ cable
- e. 1- Complete Pearl drum kit (drummer is pearl endorser) Bass Drum: 22” / Toms: 12”, 13”, 16.”
- f. Snare: 5x14 / Cymbals: 22” ride, 17” & 18” crash, 14” high hat (drummer prefers paiste)
- g. Plexiglass baffling needed only if strings or symphony date
- h. 1- High quality guitar amp – MARSHALL
- i. 1- Fender Precision Bass Guitar
- j. 1- Gibson Electric Guitar (ES135 or Chet Atkins Country Gentleman, or Tennessean)

5. LIGHTING

- a. 1- Follow spot operator and riggers, as required by the house lighting system. Artist’s set list changes nightly. Lighting Director is to create effective lighting to set the mood of the songs.

6. LABOR

purchaser agrees to provide 2 stagehands/loaders for SETUP and BREAKDOWN of all equipment furnished by Don McLean or furnished by the purchaser as per this rider.

7. STAGEPLAN

<u>CHANNEL</u>	<u>MICROPHONE</u>	<u>STAND</u>	<u>MONITOR MIX</u>
1.Don- vocal own	(EV857)	Tall Boom	1,3,4,5
2.Don- guitar	DI #1	DI #1	1,2,2,3,4,5
3.Back up vocal	Beta 58	Tall Boom	3
4.Bass Amp	DI #2		2,4,5
5. & 6.	Condenser mics, Audix or AKG	2 Tall Booms	2,3,4,5
7. & 8. Keyboard controller	2 D1’s (# 3&4)		2,3,4,5
9. & 10. Synthesizer Module (own)	2 D1’s (# 5&6)		2,3,4,5
11.-16.	snare mic hi-hat	Boom Boom	1,2,4,5,6,7,8

kick  
toms 1,2, & 3

Short  
2 or 3 Booms

The above channels are to be used for Don McLean only – support acts must be assigned alternative channels, no system EQ. Adjustments are to be made after sound check.

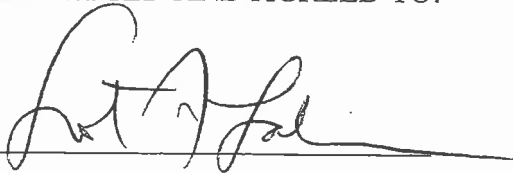
Please have a roll of white, masking tape for marking console and fader settings, and one roll of black gaffer's tape as needed.

8. PERSONNEL

**Don Mc Lean carries 4 Musicians in addition to himself: Elec. Guitar, Elec. Bass, Piano/Synth and Drums. Mr. Mc Lean plays acoustic guitar which is amplified.** Please have any and all necessary tools for the proper servicing of equipment, as well as back-up equipment, should there be failures at sound check or during the show. As well, please have at the ready, replacement equipment, or contact phone numbers, in case of a equipment failure during show or sound check.

THIS RIDER IS THE ONLY RIDER WHICH IS VALID AND SUPERSEDES ALL OTHERS WHILE, UPON BEING SIGNED BY BOTH PARTIES, BECOMES A CONTRACT IN AND OF ITSELF AND WHEN COUPLED WITH THE FACING PAGE, CONSTITUTES THE COMPLETE AGREEMENT.

ACCEPTED AND AGREED TO:







ACCEPTED AND AGREED TO:



THE BENNY BIRD COMPANY, INC.  
DON MCLEAN  
FED ID: 13-2702836

DON MCLEAN STAGE PLOT

-  Direct Box
-  Chair (no stools)
-  Microphone/Stand
-  Monitor

Back Drop

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